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BASE PROSPECTUS
DATED 9 JUNE 2015



# BNP Paribas Arbitrage Issuance B.V.

(*incorporated in The Netherlands*)

(*as Issuer*)

# BNP Paribas

(*incorporated in France*)

(*as Issuer and Guarantor*)

# BNP Paribas Fortis Funding

(*incorporated in Luxembourg*)

(*as Issuer*)

# BNP Paribas Fortis SA/NV

(*incorporated in Belgium*)

(*as Guarantor*)

# BGL BNP Paribas

(*incorporated in Luxembourg*)

(*as Issuer*)

**Note, Warrant and Certificate Programme**

This document (the "**Base Prospectus**") constitutes a base prospectus in respect of the Programme (as defined below). Any Securities (as defined below) issued on or after the date of this Base Prospectus are issued subject to the provisions herein. This does not affect any Securities issued before the date of this Base Prospectus. This Base Prospectus constitutes a base prospectus for the purposes of Article 5.4 of the Prospectus Directive. 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.

Application has been made to the *Autorité des marchés financiers* ("**AMF**") in France for approval of this Base Prospectus in its capacity as competent authority pursuant to Article 212.2 of its *Règlement Général* which implements the Prospectus Directive. Upon such approval, application may be made for securities issued under the Programme during a period of 12 months from the date of this Base Prospectus to be listed and/or admitted to trading on Euronext Paris and/or a Regulated Market (as defined below) in another Member State of the European Economic Area. Euronext Paris is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC (each such regulated market being a "**Regulated Market**"). Reference in this Base Prospectus to Securities being "listed" (and all related references) shall mean that such Securities have been listed and admitted to trading on Euronext Paris or, as the case may be, a Regulated Market (including the regulated market of the Luxembourg Stock Exchange) or on such other or further stock exchange(s) as the relevant Issuer may decide. Each Issuer may also issue unlisted Securities. The applicable Final Terms (as defined below) will specify whether or not Securities are to be listed and admitted to trading and, if so, the relevant Regulated Market or other or further stock exchange(s).

The requirement to publish a prospectus under the Prospectus Directive only applies to Securities which are to be admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the European Economic Area other than in circumstances where an exemption is available under Article 3.2 of the Prospectus Directive (as implemented in the relevant Member State(s)).

The Issuers may issue Securities for which no prospectus is required to be published under the Prospectus Directive ("**Exempt Securities**") under this Base Prospectus. See "*Exempt Securities*" in the "*General Description of the Programme and Payout Methodology*" section below. The AMF has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Securities.

Under the terms of the Note, Warrant and Certificate Programme (the "**Programme**"), each of BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**"), BNP Paribas ("**BNPP**"), BNP Paribas Fortis Funding ("**BP2F**") and BGL BNP Paribas ("**BGL**" and, together with BNPP B.V., BNPP and BP2F the "**Issuers**" and each an "**Issuer**") may from time to time issue warrants ("**Warrants**"), certificates ("**Certificates**" and, together with the Warrants, "**W&C Securities**") and, other than in the case of BNPP, notes ("**Notes**", and together with the W&C Securities, "**Securities**") of any kind including, but not limited to, Securities relating to a specified index or a basket of indices, a specified share, global depositary receipt ("**GDR**") or American depositary receipt ("**ADR**") or a basket of shares, ADRs and/or GDRs, a specified interest in an exchange traded fund, an exchange traded note, an exchange traded commodity or other exchange traded product (each an "**exchange traded instrument**") or a basket of interests in exchange traded instruments, a specified debt instrument or a basket of debt instruments, a specified debt futures or debt options contract or a basket of debt futures or debt options contracts, a specified currency or a basket of currencies, a specified commodity or commodity index, or a basket of commodities and/or commodity indices, a specified inflation index or a basket of inflation indices, a specified fund share or unit or basket of fund shares or units, a specified futures contract or basket of futures contracts, a specified underlying interest rate or basket of underlying interest rates, or the credit of a

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specified entity or entities, open end Certificates ("**Open End Certificates**") and open end turbo Certificates ("**OET Certificates**") and any other types of Securities including hybrid Securities whereby the underlying asset(s) may be any combination of such indices, shares, interests in exchange traded instruments, debt, currency, commodities, inflation indices, fund shares or units, future contracts, credit of specified entities, underlying interest rates, or other asset classes or types. Each issue of Securities will be issued on the terms set out herein which are relevant to such Securities under "*Terms and Conditions of the Notes*" in respect of Notes (the "**Note Conditions**") or "*Terms and Conditions of the W&C Securities*" in respect of W&C Securities (the "**W&C Security Conditions**" and, together with the Note Conditions, the "**Conditions**"). Notice of, *inter alia*, the specific designation of the Securities, the aggregate nominal amount or number and type of the Securities, the date of issue of the Securities, the issue price, the underlying asset, index, fund, reference entity or other item(s) to which the Securities relate, the exercise period or date (in the case of Warrants), the redemption date (in the case of Certificates), the maturity date (in the case of Notes), whether they are interest bearing, partly paid, redeemable in instalments (in the case of Notes or Certificates), exercisable (on one or more exercise dates) (in the case of Certificates), the governing law of the Securities, whether the Securities are eligible for sale in the United States and certain other terms relating to the offering and sale of the Securities will be set out in a final terms document (the "**Final Terms**") which in the case of W&C Securities may be issued for more than one series of Securities and will be filed with the AMF. Copies of Final Terms in relation to Securities to be listed on Euronext Paris will also be published on the website of the AMF (www.amf-france.org). References herein to the Final Terms may include, in the case of U.S. Securities, (x) a supplement to the Base Prospectus under Article 16 of the Prospectus Directive or (y) a prospectus.

Securities may be governed by English law ("**English Law Securities**") and, in the case of W&C Securities issued by BNPP B.V. and BNPP, French law ("**French Law Securities**"), as specified in the applicable Final Terms, and the corresponding provisions in the Conditions will apply to such Securities. Only English Law Securities will be U.S. Securities.

In certain circumstances at the commencement of an offer period in respect of Securities but prior to the issue date, certain specific information (specifically, the fixed rate of interest, minimum and/or maximum rate of interest payable, the margin applied to the floating rate of interest payable, the gearing applied to the interest or final payout, the Gearing Up applied to the final payout, (in the case of Autocall Securities, Autocall One Touch Securities or Autocall Standard Securities) the FR Rate component of the final payout (which will be payable if certain conditions are met, as set out in the Payout Conditions), the AER Exit Rate used if an Automatic Early Redemption Event occurs, the Bonus Coupon component of the final payout (in the case of Vanilla Digital Securities), any constant percentage (being any of Constant Percentage, Constant Percentage 1, Constant Percentage 2, Constant Percentage 3 or Constant Percentage 4) component of the final payout (which will be payable if certain conditions are met, as set out in the Payout Conditions) and/or the Knock-in Level and/or Knock-out Level used to ascertain whether a Knock-in Event or Knock-out Event, as applicable, has occurred) may not be known. In these circumstances, the Final Terms will specify an indicative range in respect of the relevant rates, levels or percentages and the actual rate, level or percentage, as applicable, will be notified to investors prior to the Issue Date. Accordingly, in these circumstances investors will be required to make their decision to invest in the relevant Securities based on the indicative range specified in the Final Terms. Notice of the actual rate, level or percentage, as applicable, will be published in the same manner as the publication of the Final Terms.

Notes issued by BNPP B.V. will be guaranteed by BNPP (in such capacity, the "**BNPP Guarantor**" pursuant to a Deed of Guarantee for Notes (the "**BNPP Note Guarantee**").

W&C Securities issued by BNPP B.V. may be secured ("**Secured Securities**") or unsecured and will be guaranteed by BNPP (in such capacity, the "**BNPP Guarantor**") pursuant to either (a) in respect of the Secured Securities, (i) a Deed of Guarantee for Secured Securities, in respect of English Law Securities (the "**Secured Securities English Law Guarantee**") or (ii) a *garantie*, in respect of Secured Securities, which are French Law Securities (the "**Secured Securities French Law Guarantee**" and, together with the Secured Securities English Law Guarantee, the "**Secured Securities Guarantees**"), the forms of which are set out herein or (b) in respect of the unsecured Securities, (i) a Deed of Guarantee for Unsecured Securities in respect of English Law Securities (the "**BNPP English Law W&C Guarantee**") or (ii) a *garantie* in respect of unsecured Securities which are French Law Securities (the "**BNPP French Law W&C Guarantee**" and, together with the BNPP Note Guarantee and the BNPP English Law W&C Guarantee the "**BNPP Unsecured Securities Guarantees**"), the forms of which are set out herein. The Secured Securities Guarantees and the BNPP Unsecured Securities Guarantees together, the "**BNPP Guarantees**".

Securities issued by BP2F may be unsecured only and will be guaranteed by BNP Paribas Fortis SA/NV ("**BNPPF**" and, in such capacity, the "**BNPPF Guarantor**") pursuant to (i) a Deed of Guarantee for Notes (the "**BNPPF Note Guarantee**") or (ii) a Deed of Guarantee for W&C Securities (the "**BNPPF W&C Securities Guarantee**" and, together with the BNPPF Note Guarantee, the "**BNPPF Guarantees**"), the form of which is set out herein.

The BNPP Guarantor and the BNPPF Guarantor, together the "**Guarantors**" and each a "**Guarantor**".

Except in the case of U.S. Securities, each of BNPP B.V., BNPP, BP2F, BNPPF (in the case of W&C Securities only) and BGL has a right of substitution as set out herein.

Each issue of Securities will entitle the holder thereof on due exercise (in the case of Warrants) or on the Instalment Date(s) and/or the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) (or, in the case of Multiple Exercise Certificates, each Exercise Settlement Date) either to receive a cash amount (if any) calculated in accordance with the relevant terms or to receive physical delivery of the underlying assets (against payment of a specified sum in the case of Warrants), all as set forth herein and in the applicable Final Terms.

Capitalised terms used in this Base Prospectus shall, unless otherwise defined, have the meanings set forth in the Conditions.

**Prospective purchasers of Securities should ensure that they understand the nature of the relevant Securities and the extent of their exposure to risks and that they consider the suitability of the relevant Securities as an investment in the light of their own circumstances and financial condition. Securities involve a high degree of risk and potential investors should be prepared to sustain a total loss of the purchase price of their Securities. See "Risk Factors" on pages 115 to 182.**

**In particular, the Securities and the Guarantees and, in the case of Physical Delivery Notes, Physical Delivery Warrants or Physical Delivery Certificates (each as defined below) (together, the "Physical Delivery Securities"), the Entitlement (as defined herein) to be delivered upon the exercise (in the case of Physical Delivery Warrants) or the redemption (in the case of Physical Delivery Notes or Physical Delivery Certificates) of such Securities have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws and trading in the Securities has not been approved by the Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended. None of the Issuers has registered as an investment company pursuant to the United States Investment Company Act of 1940, as amended (the "Investment Company Act"). Unless otherwise specified in the applicable Final Terms, the Securities are being offered and sold in reliance on Regulation S under the Securities Act. No Securities of such series, or interests therein, may at any time be offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, persons that are (i) a "U.S. person" as defined in Regulation S under the Securities Act ("Regulation S"); or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended (the "Commodity Exchange Act"); or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "CFTC"); or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "U.S. person") and any offer, sale, resale, trade, pledge, exercise, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. person**

**will not be recognised. The Securities of such series may not be legally or beneficially owned at any time by any U.S. person (as defined in the "*Offering and Sale*" section below) and accordingly are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S and pursuant to CFTC regulations and guidance.**

**Certain issues of Securities of BNPP may also be offered and sold in the United States to (i) persons reasonably believed to be qualified institutional buyers ("QIBs") as defined in Rule 144A under the Securities Act ("Rule 144A") and (ii) certain accredited investors ("AIs") as defined in Rule 501(a) under the Securities Act. Certain issues of securities of BNPP B.V. may be offered and sold in the United States to persons reasonably believed to be both QIBs and qualified purchasers ("QPs") as defined under the Investment Company Act of 1940.**

Each purchaser of U.S. Securities within the United States is hereby notified that the offer and sale of such Securities is being made in reliance upon an exemption from the registration requirements of the Securities Act. For a description of certain further restrictions on offers and sales of the Securities and on the distribution of this Base Prospectus, see "*Offering and Sale*" below.

U.S. Securities will, unless otherwise specified in the Final Terms, be sold through BNP Paribas Securities Corp., a registered broker-dealer. Hedging transactions involving Physical Delivery Securities may not be conducted unless in compliance with the Securities Act. See the Conditions below.

Securities related to a specified currency or basket of currencies, a specified commodity or basket of commodities, a specified interest rate or basket of interest rates or a specified inflation index or basket of inflation indices may not at any time be offered, sold, resold, held, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, in the United States or to, by or for the account or benefit of, persons that are (i) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"); or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"); or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**"); or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**"), unless expressly provided for pursuant to any applicable U.S. wrapper to the Base Prospectus. Any such applicable U.S. wrapper may restrict the types of Securities that can be offered, sold, resold, held, traded, pledged, exercised, redeemed, transferred or delivered and the terms of such Securities.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy of this prospectus. Any representation to the contrary is a criminal offence.

The Issuers have requested the AMF to provide the competent authorities in Belgium, Denmark, Finland, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Portugal, Spain, Sweden, the Czech Republic and the United Kingdom with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.

In the event that the applicable Final Terms, specify that W&C Securities are eligible for sale in the United States ("**U.S. Warrants**" or **U.S. Certificates**", as the case may be, and together, the "**U.S. Securities**"), (A) the Securities sold in the United States by BNPP to QIBs within the meaning of Rule 144A will be represented by one or more global Securities (each, a "**Rule 144A Global Security**") issued and deposited with (1) a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("**DTC**") or (2) a common depositary on behalf of Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") or Euroclear Bank S.A./N.V. ("**Euroclear**") and/or any other relevant clearing system, (B) the Securities sold in the United States by BNPP to AIs will be issued and registered in definitive form (each, a "**Private Placement Definitive Security**"), (C) the Securities sold in the United States by BNPP B.V. to QIBs who are QPs will be represented by a Rule 144A Global Security or in the form of Private Placement Definitive Securities, as may be indicated in any applicable U.S. wrapper to the Base Prospectus and (D) in any such case, Securities sold outside the United States to non-U.S. persons will be represented by a one or more global Securities (each, a "**Regulation S Global Security**") issued and deposited with a common depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant clearing system. In the event that the Final Terms does not specify that Securities are eligible for sale within the United States or to U.S. persons, the Securities offered and sold outside the United States to non-U.S. persons will be represented by a Clearing System Global Security or a Registered Global Security, as the case may be.

BNPP's long-term credit ratings are A+ with a negative outlook (Standard & Poor's Credit Market Services France SAS ("**Standard & Poor's**")), A1 with a stable outlook (Moody's Investors Service Ltd. ("**Moody's**")) and A+ with a stable outlook (Fitch France S.A.S. ("**Fitch France**")) and BNPP's short-term credit ratings are A-1 (Standard & Poor's), P-1 (Moody's) and F1 (Fitch France). BNPP B.V.'s long-term credit ratings are A+ with a negative outlook (Standard & Poor's) and BNPP B.V.'s short term credit ratings are A-1 (Standard & Poor's). BP2F's senior unsecured credit ratings are A+ (Standard & Poor's), A2 with a stable outlook (Moody's France SAS ("**Moody's France**")) 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 France) and F1 (Fitch). BNPPF's long-term credit ratings are A+ with a negative outlook (Standard & Poor's), A2 with a stable outlook (Moody's France) and A+ with a stable outlook (Fitch) and BNPPF's short-term credit ratings are A-1 (Standard & Poor's), P-1 (Moody's France) and F1 (Fitch). BGL's long-term credit ratings are A+ with a negative outlook (Standard & Poor's), A2 (with a positive outlook) (Moody's France) and A+ (with a stable outlook) (Fitch France) and BGL's short-term credit ratings are A-1 (Standard & Poor's), P-1 (Moody's France) and F1 (Fitch France). Each of Standard & Poor's, Moody's, Fitch France, Moody's France and Fitch is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). As such each of Standard & Poor's, Moody's, Fitch France, Moody's France and Fitch is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the CRA Regulation. Securities issued under the Programme may be rated or unrated. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Please also refer to "Credit Ratings may not Reflect all Risks" in the Risk Factors section of this Base Prospectus.

## IMPORTANT NOTICES

The securities described in this Base Prospectus may only be offered in The Netherlands to Qualified Investors (as defined in the Prospectus Directive), unless such offer is made in accordance with the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).

**Disclaimer statement for structured products (Securities)**

In relation to investors in the Kingdom of Bahrain, Securities issued in connection with this Base Prospectus and related offering documents must be in registered form and must only be marketed to existing account holders and accredited investors as defined by the CBB in the Kingdom of Bahrain where such investors make a minimum investment of at least U.S.$ 100,000 or any equivalent amount in other currency or such other amounts as the CBB may determine.

This offer does not constitute an offer of Securities in the Kingdom of Bahrain in terms of Article (81) of the Central Bank and Financial Institutions Law 2006 (decree Law No. 64 of 2006). This Base Prospectus and related offering documents have not been and will not be registered as a prospectus with the Central Bank of Bahrain (CBB). Accordingly, no Securities may be offered, sold or made the subject of an invitation for subscription or purchase nor will this Base Prospectus or any other related document or material be used in connection with any offer, sale or invitation to subscribe or purchase Securities, whether directly or indirectly, to persons in the Kingdom of Bahrain, other than as marketing to accredited investors for an offer outside Bahrain.

The CBB has not reviewed, approved or registered this Base Prospectus or related offering documents and it has not in any way considered the merits of the Securities to be marketed for investment, whether in or outside the Kingdom of Bahrain. Therefore, the CBB assumes no responsibility for the accuracy and completeness of the statements and information contained in this document and expressly disclaims any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the contents of this document.

No offer of securities will be made to the public in the Kingdom of Bahrain and this prospectus must be read by the addressee only and must not be issued, passed to, or made available to the public generally.

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This Base Prospectus (together with supplements to this Base Prospectus from time to time (each a "**Supplement**" and together the "**Supplements**") comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive. "**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. In relation to each separate issue of Securities, the final offer price and the amount of such Securities will be determined by the Issuer and the relevant manager in accordance with prevailing market conditions at the time of the issue of the Securities and will be set out in the relevant Final Terms.

In accordance with Article 16.2 of the Prospectus Directive, investors who have already agreed to purchase or subscribe for Securities before this Base Prospectus is published have the right, exercisable within two working days after the publication of this Base Prospectus, to withdraw their acceptances. Investors should be aware, however, that the law of the jurisdiction in which they have accepted an offer of Securities may provide for a longer time limit.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this document or any other information supplied in connection with the Programme or the Securities and, if given or made, such information or representation must not be relied upon as having been authorised by BNPP B.V., BNPP, BP2F, BNPPF, BGL or any manager of an issue of Securities, including BNPP Securities Corp. (as applicable to such issue of Securities, each a "**Manager**"). This document 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 Securities or the distribution of this document in any jurisdiction where any such action is required.

This document is to be read and construed in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*" below).

Warrants create options exercisable by the relevant holder or which will be automatically exercised as provided herein. There is no obligation on the relevant Issuer to pay any amount or deliver any asset to any holder of a Warrant unless the relevant holder duly exercises such Warrant or such Warrants are automatically exercised and, where applicable, an Exercise Notice is duly delivered. The Warrants will be exercisable in the manner set forth herein and in the applicable Final Terms. In certain instances, the holder of a Warrant will be required to certify, *inter alia* (in accordance with the provisions outlined in Condition 25 of "*Terms and Conditions of the W&C Securities*" below), that it is not (i) a "U.S. person" as defined in Regulation S under the United States Securities Act, as amended (the "**Securities Act**") ("**Regulation S**"); or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"); or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**"); or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**") or exercising such Warrant on behalf of a U.S. person. Upon transfer, exchange or exercise of a U.S. Warrant (as defined above), the holder will, in certain circumstances, be required to certify that the transfer, exchange or exercise, as the case may be, is being made to, or on behalf of, a person whom the holder reasonably believes is not a U.S. person or, in the case of U.S. Warrants issued by BNPP, is a QIB or an AI, and in the case of U.S. Warrants issued by BNPP B.V., is a QIB who is also a QP, as applicable, who acquired the right to such transfer, exchange or the benefit of such exercise in a transaction exempt from the registration requirements of the Securities Act. The proposed transferee may also be required to deliver an investment letter as a condition precedent to such proposed transfer or exchange (in accordance with the provisions outlined in Condition 2.4 of "*Terms and Conditions of the W&C Securities*" below).

Notes and Certificates shall be redeemed on each instalment date and/or the maturity date (in the case of Notes) or the redemption date (in the case of Certificates) by payment of one or more Instalment Amount or Final Redemption Amount (in the case of Notes), Cash Settlement Amount(s) (in the case of Cash Settled Certificates or Cash Settled

Warrants) and/or by delivery of the Entitlement (in the case of Physically Settled Certificates, Physically Settled Warrants or physically settled Notes). In order to receive the Entitlement, the holder of a Security will be required to submit an Asset Transfer Notice and in certain circumstances to certify, *inter alia* (in accordance with the provisions outlined in Condition 35.2(a) of "*Terms and Conditions of the W&C Securities*" in the case of Certificates or Condition 4(b) of "*Terms and Conditions of the Notes*" in the case of Notes), that it is not a U.S. person or acting on behalf of a U.S. person. Upon transfer or exchange of a U.S. Certificate, the holder will, in certain circumstances, be required to certify that the transfer or exchange, as the case may be, is being made to a person whom the transferor or exchange or reasonably believes is not a U.S. person or, in the case of U.S. Certificates issued by BNPP, is a QIB or an AI, and in the case of U.S. Certificates issued by BNPP B.V., is a QIB who is also a QP, as applicable, who acquired the right to such transfer or exchange in a transaction exempt from the registration requirements of the Securities Act. The proposed transferee may also be required to deliver an investment letter as a condition precedent to such proposed transfer or exchange (in accordance with the provisions outlined in Condition 2.4 of "*Terms and Conditions of the W&C Securities*". Where Certificates are Exercisable Certificates, such Certificates will be automatically exercised on one or more dates as provided herein. Exercisable Certificates are Cash Settled Certificates.

The Securities of each issue may be sold by the relevant Issuer and/or any Manager at such time and at such prices as the Issuer and/or the Manager(s) may select. There is no obligation upon the relevant Issuer or any Manager to sell all of the Securities of any issue. The Securities of any issue may be offered or sold from time to time in one or more transactions in the over-the-counter market or otherwise at prevailing market prices or in negotiated transactions, at the discretion of the relevant Issuer.

Subject to the restrictions set forth herein, each Issuer shall have complete discretion as to what type of Securities it issues and when.

No Manager has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by any Manager as to the accuracy or completeness of the information contained in this Base Prospectus or any other information provided by BNPP B.V., BNPP, BP2F, BNPPF and/or BGL. The Manager(s) accept no liability in relation to the information contained in this Base Prospectus or any other information provided by BNPP B.V., BNPP, BP2F, BNPPF and/or BGL in connection with the Programme.

BNPP B.V., BNPP, BP2F, BNPPF and BGL have not investigated, and do not have access to information that would permit them to ascertain, whether any company that has issued equity, debt or other instruments to which any U.S. Securities relate is a passive foreign investment company for U.S. tax purposes. Prospective investors in any U.S. Securities that are U.S. taxpayers should consult their own advisers concerning U.S. tax considerations relevant to an investment in such U.S. Securities.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Securities (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by BNPP B.V., BNPP, BP2F, BNPPF, BGL or any Manager that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Securities should purchase any Securities. Each investor contemplating purchasing any Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of BNPP B.V., BNPP, BP2F, BNPPF and/or BGL. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Securities constitutes an offer or an invitation by or on behalf of BNPP B.V., BNPP, BP2F, BNPPF, BGL or the Managers or any other person to subscribe for or to purchase any Securities.

The delivery of this Base Prospectus does not at any time imply that the information contained herein concerning BNPP B.V., BNPP, BP2F, BNPPF or BGL is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. No Manager undertakes to review the financial condition or affairs of BNPP B.V., BNPP, BP2F,

BNPPF or BGL during the life of the Programme. Investors should review, *inter alia*, the most recently published audited annual non-consolidated financial statements and interim financial statements of BNPP B.V., the most recently published audited annual consolidated financial statements, unaudited semi-annual interim consolidated financial statements and quarterly financial results of BNPP, the most recently published audited annual consolidated financial statements of BNPPF, the most recently published audited annual non-consolidated financial statements of BP2F and/or the most recently published audited annual consolidated financial statements of BGL, as applicable, when deciding whether or not to purchase any Securities.

## IMPORTANT INFORMATION RELATING TO NON-EXEMPT OFFERS OF SECURITIES

### Restrictions on Non-exempt offers of Securities in relevant Member States

Certain issues of Securities with a denomination (or in the case of W&C Securities, issue price or Notional Amount, as applicable) 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**". This Base Prospectus has been prepared on a basis that permits Non-exempt Offers of Securities in each Member State in relation to which the relevant 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 Securities on the basis of this Base Prospectus must do so only with the relevant 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*" and provided such person complies with the conditions attached to that consent.

Save as provided above, neither BNPP B.V., BNPP, BP2F, BNPPF or BGL have authorised, nor do they authorise, the making of any Non-exempt Offer of Securities in circumstances in which an obligation arises for any of BNPP B.V., BNPP, BP2F or BGL 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 such Securities, BNPP B.V., BNPP, BP2F, BNPPF and BGL 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 Securities in a Non-exempt Offer made by a Manager 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 BNPP B.V., BNPP, BP2F, BNPPF or BGL 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 BNPP B.V., BNPP, BP2F, BNPPF or BGL has any responsibility or liability for the actions of that Authorised Offeror.

**Except in the circumstances set out in the following paragraphs, neither BNPP B.V., BNPP, BP2F, BNPPF nor BGL has authorised the making of any Non-exempt Offer by any offeror and BNPP B.V., BNPP, BP2F and BGL have not consented to the use of this Base Prospectus by any other person in connection with any Non-exempt Offer of Securities. Any Non-exempt Offer made without the consent of the relevant Issuer is unauthorised and neither BNPP B.V., BNPP, BP2F, BNPPF nor BGL 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 Securities 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.

http://www.oblible.com

***Consent***

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

*Specific Consent*

(a) each 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 Securities by:

(i) the relevant 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 BNPP's website (https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx) (in the case of Securities issued by BNPP or BNPP B.V.), BGL's website (www.bgl.lu) (in the case of Securities issued by BGL) or BP2F's website (www.bp2f.lu) and BNPPF's website (www.bnpparibasfortis.be/emissions) (in the case of Securities issued by BP2F) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer; and

*General Consent*

(b) if (and only if) Part A of the applicable Final Terms specifies "General Consent" as "Applicable", each 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 Securities 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 2004/39/EC); and

(ii) it accepts the relevant 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 completed with the relevant information) (the "**Acceptance Statement**"):

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

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

(A) will, and it agrees, represents, warrants and undertakes for the benefit of BNPP B.V., BNPP, BP2F, BNPPF and BGL 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 Securities by any person and disclosure to any potential Investor;

II. comply with the restrictions set out under "*Offering and Sale*" in this Base Prospectus;

III. ensure that any fee (and any other commissions or benefits of any kind) or rebate received or paid by that financial intermediary in relation to the offer or sale of the Securities 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 Securities 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 Securities by the Investor), and will not permit any application for Securities in circumstances where the financial intermediary has any suspicions 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 BNPP B.V., BNPP, BP2F, BNPPF and BGL or directly to the appropriate authorities with jurisdiction over BNPP B.V., BNPP, BP2F, BNPPF and BGL in order to enable BNPP B.V., BNPP, BP2F, BNPPF and BGL to comply with anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules applying to BNPP B.V., BNPP, BP2F, BNPPF and BGL;

VII. ensure that it does not, directly or indirectly, cause BNPP B.V., BNPP, BP2F, BNPPF or BGL to breach any Rule or subject BNPP B.V., BNPP, BP2F, BNPPF or BGL to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;

VIII. ensure that Investors understand the risks associated with an investment in the Securities;

IX. immediately inform BNPP B.V., BNPP, BP2F, BNPPF or BGL 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;

X. 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;

XI. make available to each potential Investor in the Securities 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;

XII. 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 BNPP B.V., BNPP, BP2F, BNPPF or BGL accepts any responsibility for such communication and (C) does not, without the prior written consent of BNPP B.V., BNPP, BP2F, BNPPF or BGL (as applicable), use the legal or publicity names of BNPP B.V., BNPP, BP2F, BNPPF or BGL 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 Securities and, if applicable, the relevant Guarantor as the guarantor of the relevant Securities on the basis set out in this Base Prospectus;

XIII. ensure that no holder of Securities or potential Investor in Securities shall become an indirect or direct client of BNPP B.V., BNPP, BP2F, BNPPF and BGL 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;

XIV. co-operate with BNPP B.V., BNPP, BP2F, BNPPF and BGL in providing such information (including, without limitation, documents and records maintained pursuant to paragraph (VI) above) upon written request from BNPP B.V., BNPP, BP2F, BNPPF or BGL, as applicable, as is available to such financial intermediary or which is within its power and control from time to time, together with such further assistance as is reasonably requested by BNPP B.V., BNPP, BP2F, BNPPF or BGL:

(i) in connection with any request or investigation by any regulator in relation to the Securities, BNPP B.V., BNPP, BP2F, BNPPF or BGL; and/or

(ii) in connection with any complaints received by BNPP B.V., BNPP, BP2F, BNPPF or BGL relating to BNPP B.V., BNPP, BP2F, BNPPF or BGL or another Authorised Offeror including, without limitation, complaints as defined in rules published by any regulator of competent jurisdiction from time to time; and/or

(iii) which BNPP B.V., BNPP, BP2F, BNPPF or BGL may reasonably require from time to time in relation to the Securities and/or as to allow BNPP B.V., BNPP, BP2F, BNPPF or BGL fully to comply with its own legal, tax and regulatory requirements,

in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process;

XV. during the period of the initial offering of the Securities: (i) only sell the Securities at the Issue Price specified in the applicable Final Terms (unless otherwise agreed with the relevant Manager); (ii) only sell the Securities for settlement on the Issue

Date specified in the applicable Final Terms; (iii) not appoint any sub-distributors (unless otherwise agreed with the relevant Manager); (iv) not pay any fee or remuneration or commissions or benefits to any third parties in relation to the offering or sale of the Securities (unless otherwise agreed with the relevant Manager); and (v) comply with such other rules of conduct as may be reasonably required and specified by the relevant Manager; and

XVI. either (i) obtain from each potential Investor an executed application for the Securities, or (ii) keep a record of all requests such 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 Securities on their behalf, and in each case maintain the same on its files for so long as is required by any applicable Rules;

(B) agrees and undertakes to indemnify each of BNPP B.V., BNPP, BP2F, BNPPF and BGL (in each case on behalf of such entity and its respective directors, officers, employees, agents, affiliates and controlling persons) against 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) which any of them may incur or which may be made against any of them arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations, warranties or undertakings by such financial intermediary, including (without limitation) any unauthorised action by such financial intermediary or failure by such financial intermediary to observe any of the above restrictions or requirements or the making by such financial intermediary of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by BNPP B.V., BNPP, BP2F, BNPPF or BGL; and

(C) agrees and accepts that:

I. the contract between the relevant Issuer and the financial intermediary formed upon acceptance by the financial intermediary of the relevant Issuer's offer to use this Base Prospectus with its consent in connection with the relevant Non-exempt Offer (the "**Authorised Offeror Contract**"), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law;

II. where the offer relates to English Law Securities, 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 financial intermediary submit to the exclusive jurisdiction of the English courts;

III. where the offer relates to French Law Securities, the courts within the jurisdiction of the Paris Court of Appeal (*Cour d'Appel de Paris*) 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 financial intermediary submit to the jurisdiction of such French courts;

IV. for the purposes of (C)(II) and (III), the relevant Issuer and the financial intermediary waive any objection to the relevant courts on the grounds that they are an inconvenient or inappropriate forum to settle any dispute;

V. each of the relevant Issuer and the financial intermediary 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.

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

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

***Common Conditions to Consent***

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

(i) is only valid during the Offer Period specified in the applicable Final Terms; and

(ii) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Securities in Belgium, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Portugal, Spain, Sweden, the Czech Republic and the United Kingdom as specified in the applicable Final Terms.

The consent referred to above 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 Securities, be specified in the applicable Final Terms (if any relevant Member States are so specified) as indicated in (ii) above, will be Belgium, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Portugal, Spain, Sweden, the Czech Republic and the United Kingdom, and accordingly each Tranche of Securities may only be offered to Investors as part of a Non-exempt Offer in Belgium, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Portugal, Spain, Sweden, the Czech Republic and the United Kingdom, as specified in the applicable Final Terms, or otherwise in circumstances in which no obligation arises for BNPP B.V., BNPP, BP2F or BGL to publish or supplement a prospectus for such offer.

***ARRANGEMENTS BETWEEN INVESTORS AND AUTHORISED OFFERORS***

**AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY SECURITIES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH SECURITIES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE RELEVANT ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE**

**NON-EXEMPT OFFER OR SALE OF THE SECURITIES 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 BNPP B.V., BNPP, BP2F, BNPPF OR BGL HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF THE INFORMATION DESCRIBED ABOVE.**

**Information relating to the use of this Base Prospectus and offer of Securities generally.**

The distribution of this Base Prospectus and the offering of Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by BNPP B.V., BNPP, BP2F, BNPPF, BGL and each Manager to inform themselves about and to observe any such restrictions.

***IN CONNECTION WITH THE ISSUE OF ANY TRANCHE (AS DEFINED IN "TERMS AND CONDITIONS OF THE NOTES" BELOW) OF NOTES, THE MANAGER OR MANAGERS (IF ANY) NAMED AS THE STABILISATION MANAGER(S) (THE "STABILISING MANAGER(S)") (OR PERSONS ACTING ON BEHALF OF ANY STABILISATION MANAGER(S)) IN THE APPLICABLE FINAL TERMS MAY OVER-ALLOT NOTES 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, THERE IS NO ASSURANCE THAT THE STABILISATION MANAGER(S) (OR PERSONS ACTING ON BEHALF OF A STABILISATION MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE FINAL TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE. ANY STABILISATION ACTION OR OVER-ALLOTMENT SHALL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.***

In this Base Prospectus references to U.S.$ and U.S. dollars are to United States dollars and references to euro, € and EUR are to 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.

FOR NEW HAMPSHIRE RESIDENTS ONLY:

*NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENCE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED ("**421-B**") STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.*

## AVAILABLE INFORMATION

So long as any of the U.S. Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, and neither BNPP, BNPP B.V., BP2F, BNPPF nor BGL is subject to and in compliance with Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, BNPP has undertaken to furnish to each Holder or beneficial owner of U.S. Securities, whether issued by BNPP or issued by BNPP B.V. and to any prospective purchaser, any information required to be delivered under Rule 144A(d)(4) under the Securities Act.

## FORWARD-LOOKING STATEMENTS

The documents incorporated by reference (such sections being the "**BNP Paribas Disclosure**"), contain forward-looking statements. BNP Paribas, BNPP B.V., BP2F, BNPPF, BGL and the BNP Paribas Group (being BNP Paribas together with its consolidated subsidiaries, the "**Group**") may also make forward-looking statements in their audited annual financial statements, in their interim financial statements, in their offering circulars, in press releases and other written materials and in oral statements made by their officers, directors or employees to third parties. Statements that are not historical facts, including statements about BNPP, BNPP B.V., BP2F, BNPPF, BGL or the Group's beliefs and expectations, are forward-looking statements. These statements are based on current plans, estimates and projections, and therefore undue reliance should not be placed on them. Forward-looking statements speak only as of the date they are made, and BNPP, BNPP B.V., BP2F, BNPPF, BGL and the Group undertake no obligation to update publicly any of them in light of new information or future events.

## PRESENTATION OF FINANCIAL INFORMATION

Most of the financial data presented, or incorporated by reference, in this Base Prospectus are presented in euros.

The audited consolidated financial statements of BNPP, BGL and BNPPF for the years ended 31 December 2013 and 31 December 2014 have been prepared in accordance with international financial reporting standards ("**IFRS**") as adopted by the European Union. IFRS differs in certain significant respects from generally accepted accounting principles in the United States ("**U.S. GAAP**"). The Group has made no attempt to quantify the impact of those differences. In making an investment decision, investors must rely upon their own examination of the BNP Paribas Group, the terms of an offering and the financial information. Potential investors should consult their own professional advisors for an understanding of the differences between IFRS and U.S. GAAP, and how those differences might affect the information herein. The Group's fiscal year ends on 31 December and references in the BNPP 2013 Registration Document and the BNPP 2014 Registration Document (in each case, as defined in "*Documents Incorporated by Reference*" below) and any update to the BNPP 2014 Registration Document (in each case, incorporated by reference herein) to any specific fiscal year are to the 12-month period ended 31 December of such year.

Due to rounding, the numbers presented throughout the BNP Paribas Disclosure and in the table under the heading "Capitalisation of BNPP and the BNP Paribas Group" in the General Information section below may not add up precisely, and percentages may not reflect precisely absolute figures.

**PROGRAMME SUMMARY IN RELATION TO THIS BASE PROSPECTUS**

*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 this type of Securities, Issuers and Guarantors. 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 the summary because of the type of Securities, Issuer and Guarantor(s), 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 | Title | |
|---|---|---|
| **A.1** | Warning that the summary should be read as an introduction and provision as to claims | • **This summary should be read as an introduction to the Base Prospectus and the applicable Final Terms. In this summary, unless otherwise specified and except as used in the first paragraph of Element D.3, "Base Prospectus" means the Base Prospectus of BNPP B.V., BNPP, BP2F, BNPPF and BGL dated 9 June 2015 as supplemented from time to time. In the first paragraph of Element D.3, "Base Prospectus" means the Base Prospectus of BNPP B.V., BNPP, BP2F, BNPPF and BGL dated 9 June 2015.**<br>• **Any decision to invest in any Securities should be based on a consideration of this Base Prospectus as a whole, including any documents incorporated by reference and the applicable Final Terms.**<br>• **Where a claim relating to information contained in the Base Prospectus and the applicable Final Terms is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus and the applicable Final Terms before the legal proceedings are initiated.**<br>• **No civil liability will attach to the Issuer or the Guarantor (if any) in any such Member State solely on the basis of this summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus and the applicable Final Terms or, following the implementation of the relevant provisions of Directive 2010/73/EU in the relevant Member State, it does not provide, when read together with the other parts of this Base Prospectus and the applicable Final Terms, key information (as defined in Article 2.1(s) of the Prospectus Directive) in order to aid investors when considering whether to invest in the Securities.** |

| Element | Title | |
|---|---|---|
| **A.2** | Consent as to use the Base Prospectus, period of validity and other conditions attached | Certain issues of Securities with a denomination (or in the case of W&C Securities, issue price) of less than EUR100,000 (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**". 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 Securities by the Managers, any financial intermediary named as an Authorised Offeror in the applicable Final Terms and any financial intermediary whose name is published on BNPP's website (https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx) (in the case of Securities issued by BNPP or BNPP B.V.), BGL's website (www.bgl.lu) (in the case of Securities issued by BGL) or BP2F's website (www.bp2f.lu) and BNPPF's website (www.bnpparibasfortis.be/emissions) (in the case of Securities issued by BP2F) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer and (if "General Consent" is specified in the applicable Final Terms) any financial intermediary which is authorised to make such offers under applicable legislation implementing the Markets in Financial Instruments Directive (Directive 2004/39/EC) and publishes on its website the following statement (with the information in square brackets being completed with the relevant information):<br><br>*"We, [insert legal name of financial intermediary], refer to the offer of [insert title of relevant Securities] (the "Securities") described in the Final Terms dated [insert date] (the "**Final Terms**) published by [ ] (the "**Issuer**"). In consideration of the Issuer offering to grant its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Securities in the Non-exempt Offer Jurisdictions specified in the applicable Final Terms 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."*<br><br>*Offer period:* The Issuer's consent is given for Non-exempt Offers of Securities during the Offer Period specified in the applicable Final Terms.<br><br>*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 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 Securities in the Non-exempt Offer Jurisdictions specified in the applicable Final Terms.<br><br>**AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY SECURITIES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH SECURITIES TO AN INVESTOR BY SUCH AUTHORISED** |

| Element | Title | |
|---|---|---|
| | | **OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER.** |

**Section B - Issuers and Guarantors**

| Element | Title | |
|---|---|---|
| **B.1** | Legal and commercial name of the Issuer | Securities may be issued under the Programme by BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**"), BNP Paribas ("**BNPP**" or the "**Bank**") (in the case of issues of W&C Securities only), BGL BNP Paribas ("**BGL**") or BNP Paribas Fortis Funding ("**BP2F**" and, together with BNPP B.V., BNPP and BGL, each an "**Issuer**"). |
| **B.2** | Domicile/ legal form/ legislation/ country of incorporation | • BNPP B.V. was incorporated in the Netherlands as a private company with limited liability under Dutch law having its registered office at Herengracht 537, 1017 BV Amsterdam, the Netherlands;<br>• BNPP was incorporated in France as a *société anonyme* under French law and licensed as a bank having its head office at 16, boulevard des Italiens – 75009 Paris, France;<br>• BGL was incorporated with limited liability under the laws of the Grand Duchy of Luxembourg having its registered office at 50, avenue J.F. Kennedy, L-2951 Luxembourg, Grand Duchy of Luxembourg; and<br>• 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 | ***In respect of BNPP:***<br><br>***Macroeconomic risk.***<br><br>Macroeconomic and market conditions affect BNPP's results. The nature of BNPP's business makes it particularly sensitive to macroeconomic and market conditions in Europe, which have been difficult and volatile in recent years. |

| Element | Title | |
|---|---|---|
| | | In 2014, the global economy continued its slow recovery but there remain uncertainties, in particular in Europe where the economic performance during the second half of 2014 was weaker than expected. IMF and OECD[1] economic forecasts for 2015 indicate a continuation of moderate growth in developed economies but with differences between countries, including in the euro-zone, where growth is forecast to be weak in certain countries (including France and Italy). The forecast is similar for emerging markets (i.e., moderate growth but with areas of weakness). Short term risks to macroeconomic growth highlighted by the IMF include heightened geopolitical tensions and increased financial market volatility; medium-term risks highlighted include weak economic growth or stagnation in developed countries. Deflation remains a risk in the euro-zone, although the risk has been reduced through the ECB's announcement of non-conventional policy measures.<br><br>***Legislation and Regulation applicable to Financial Institutions.***<br><br>Laws and regulations applicable to financial institutions that have an impact on BNPP have significantly evolved. The measures that have been proposed and/or adopted in recent years include more stringent capital and liquidity requirements (particularly for large global banking groups such as the BNPP Group), taxes on financial transactions, restrictions and taxes on employee compensation, limits on the types of activities that commercial banks can undertake and ring-fencing or even prohibition of certain activities considered as speculative within separate subsidiaries, restrictions on certain types of financial products, increased internal control and reporting requirements, more stringent conduct of business rules, mandatory clearing and reporting of derivative transactions, requirements to mitigate risks in relation to over-the-counter derivative transactions and the creation of new and strengthened regulatory bodies.<br><br>The measures that were recently adopted, or that are (or whose implementation measures are) in some cases proposed and still under discussion, that have affected or are likely to affect BNPP, include in particular the French Ordinance of 27 June 2013 relating to credit institutions and financing companies ("*Sociétés de financement*"), which came into force on 1 January 2014, the French banking law of 26 July 2013 on the separation and regulation of banking activities and the related implementing decrees and orders and the Ordinance of 20 February 2014 for the adaptation of French law to EU law with respect to financial matters; the Directive and Regulation of the European Parliament and of the Council on prudential requirements "CRD 4/CRR" dated 26 June 2013 (and the related delegated and implementing acts) and many of whose provisions have been applicable since January 1, 2014; the regulatory and implementing technical standards relating to the Directive and Regulation CRD 4/CRR published by the European Banking Authority; the designation of BNPP as a systemically important |

[1] See in particular: International Monetary Fund. World Economic Outlook (WEO) Update, January 2015: Gross Currents; International Monetary Fund. 2014; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014); OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014

| Element | Title | |
|---|---|---|
| | | financial institution by the Financial Stability Board and the consultation for a common international standard on total loss-absorbing capacity (**TLAC**) for global systemically important banks; the public consultation for the reform of the structure of the EU banking sector of 2013 and the proposal for a Regulation of the European Parliament and of the Council of 29 January 2014 on structural measures to improve the resilience of EU credit institutions; the proposal for a Regulation of the European Parliament and of the Council of 18 September 2013 on indices used as benchmarks in financial instruments and financial contracts; the Regulation of the European Parliament and of the Council of 16 April 2014 on market abuse and the Directive of the European Parliament and of the Council of 16 April 2014 on criminal sanctions for market abuse; the Directive and the Regulation of the European Parliament and of the Council on markets in financial instruments of 15 May 2014; the European Single Supervisory Mechanism led by the European Central Bank adopted in October 2013 (Council Regulation of October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions and the Regulation of the European Parliament and of the Council of 22 October 2013 establishing a European Supervisory Authority as regards the conferral of specific tasks on the European Central Bank (and the related delegated and implementing acts)), as well as the related French Ordinance of 6 November 2014 for the adaptation of French law to the single supervisory mechanism of the credit institutions; the Directive of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes, which strengthens the protection of citizens' deposits in case of bank failures (and the related delegated and implementing acts); the Directive 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, which harmonizes the tools to address potential bank crises; the Single Resolution Mechanism adopted by the European Parliament on 15 April 2014 (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 and a single resolution fund, and the related delegated and implementing acts), which provides for the establishment of a Single Resolution Board as the authority in charge of the implementation of the Single Resolution Mechanism and the establishment of the Single Resolution Fund; the Delegated Regulation on the provisional system of instalments on contributions to cover the administrative expenditures of the Single Resolution Board during the provisional period adopted by the European Commission on 8 October 2014, the implementing Regulation of the Council of 19 December 2014 specifying uniform conditions for the ex-ante contribution to the Single Resolution Fund; the U.S. Federal Reserve's final rule imposing enhanced prudential standards on the U.S. operations of large foreign banks; the "Volcker Rule" imposing certain restrictions on investments in or sponsorship of hedge funds and private equity funds and proprietary trading activities of U.S. banks and non-U.S. banks adopted by the U.S. regulatory authorities in December 2013; and the final U.S. credit risk |

| Element | Title | |
|---|---|---|
| | | retention rule adopted on 22 October 2014. More generally, regulators and legislators in any country may, at any time, implement new or different measures that could have a significant impact on the financial system in general or BNPP in particular.<br><br>*In respect of BP2F:*<br><br>***Macro-economic environment***<br><br>Market and macroeconomic conditions affect BP2F's results. The nature of BP2F's business makes it particularly sensitive to market and macroeconomic conditions in Europe, which have been difficult and volatile in recent years.<br><br>In 2014, the global economy continued its slow recovery but there remain uncertainties, in particular in Europe where the economic performance during the second half of 2014 was weaker than expected. IMF and OECD[2] economic forecasts for 2015 indicate a continuation of moderate growth in developed economies but with differences between countries, including in the euro-zone, where growth is forecast to be weak in certain countries (including France and Italy). The forecast is similar for emerging markets (i.e., moderate growth but with areas of weakness). Short term risks to macroeconomic growth highlighted by the IMF include heightened geopolitical tensions and increased financial market volatility; medium-term risks highlighted include weak economic growth or stagnation in developed countries. Deflation remains a risk in the euro-zone, although the risk has been reduced through the ECB's announcement of non-conventional policy measures.<br><br>BP2F is dependent upon BNPPF. BP2F is 99.995% owned by BNPPF and is specifically involved in the issuance of securities such as Notes, Warrants or Certificates 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.<br><br>*In respect of BGL:*<br><br>***Macro-economic environment***<br><br>Market and macroeconomic conditions affect BGL's results. The nature of BGL's business makes it particularly sensitive to market and macroeconomic conditions in Europe, which have been difficult and volatile in recent years. |

[2] See in particular: International Monetary Fund. World Economic Outlook (WEO) Update, January 2015: Gross Currents; International Monetary Fund. 2014; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014); OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014

| Element | Title | |
|---|---|---|
| | | In 2014, the global economy continued its slow recovery but there remain uncertainties, in particular in Europe where the economic performance during the second half of 2014 was weaker than expected. IMF and OECD[3] economic forecasts for 2015 indicate a continuation of moderate growth in developed economies but with differences between countries, including in the euro-zone, where growth is forecast to be weak in certain countries (including France and Italy). The forecast is similar for emerging markets (i.e., moderate growth but with areas of weakness). Short term risks to macroeconomic growth highlighted by the IMF include heightened geopolitical tensions and increased financial market volatility; medium-term risks highlighted include weak economic growth or stagnation in developed countries. Deflation remains a risk in the euro-zone, although the risk has been reduced through the ECB's announcement of non-conventional policy measures.<br><br>***Laws and Regulations Applicable to Financial Institutions***<br><br>Laws and regulations applicable to financial institutions that have an impact on BGL have significantly evolved in the wake of the global financial crisis. The measures that have been proposed and/or adopted in recent years include more stringent capital and liquidity requirements (particularly for large global banking groups such as the BNP Paribas Group), taxes on financial transactions, restrictions and taxes on employee compensation, limits on the types of activities that commercial banks can undertake and ring-fencing or even prohibition of certain activities considered as speculative within separate subsidiaries, restrictions on certain types of financial products, increased internal control and reporting requirements, more stringent conduct of business rules, mandatory clearing and reporting of derivative transactions, requirements to mitigate risks in relation to over-the-counter derivative transactions and the creation of new and strengthened regulatory bodies. The measures that were recently adopted, or in some cases proposed and still under discussion, that have or are likely to affect BGL, include in particular Directive 2013/36/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms (the "**CRD IV**") and Regulation (EU) No 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) No 648/2012 (the "**CRR**") on prudential requirements (the so-called "**CRD IV package**") dated 26 June 2013. Most of the provisions of the Regulation CRR are applicable since 1 January 2014 (as described in the CSSF Circular 14/583 relating to the entry into force of the CRR), supplemented by CSSF Regulation N°14-01 on the implementation of certain discretions contained in Regulation (EU) n° 575/2013 and by technical regulatory and execution rules relating to the Directive CRD IV and Regulation CRR published by the EBA; the public consultation for the reform of the structure of the EU banking sector of 2013 and the European Commission's proposed regulation on structural measures |

[3] See in particular: International Monetary Fund. World Economic Outlook (WEO) Update, January 2015: Gross Currents; International Monetary Fund. 2014; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014); OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014

| Element | Title | |
|---|---|---|
| | | designed to improve the strength of EU credit institutions of 29 January 2014; the proposal for a regulation on indices used as benchmarks in financial instruments and financial contracts; the European single supervisory mechanism; the European proposal for a single resolution mechanism and the proposal for a European Directive on bank recovery and resolution; the Council Regulation (EU) No 1024/2013 (the "**SSM Regulation**") establishing the Single Supervisory Mechanism ("**SSM**") and Regulation (EU) No 468/2014 of the ECB dated 16 April 2014 establishing the framework for cooperation within the Single Supervisory Mechanism between the European Central Bank and national competent authorities and with national designated authorities (the "**SSM Framework Regulation**"); the EU Directive 2014/49/EU of 16 April 2014 on deposit guarantee scheme; the final rule for the regulation of foreign banks imposing certain liquidity, capital and other prudential requirements adopted by the U.S. Federal Reserve; the proposal of the U.S. Federal Reserve relating to liquidity ratios of large banks; and the "Volcker" Rule imposing certain restrictions on investments in or sponsorship of hedge funds and private equity funds and proprietary trading activities (of U.S. banks and to some extent non-U.S. banks) that was recently adopted by the U.S. regulatory authorities. More generally, regulators and legislators in any country may, at any time, implement new or different measures that could have a significant impact on the financial system in general or BGL in particular.<br><br>*In respect of BNPP B.V:*<br><br>BNPP B.V. is dependent upon BNPP. BNPP B.V. is a wholly owned subsidiary of BNPP specifically involved in the issuance of securities such as Notes, Warrants or Certificates or other obligations which are developed, setup and sold to investors by other companies in the BNPP Group (including BNPP). The securities are hedged by acquiring hedging instruments from BNP Paribas and BNP Paribas entities as described in Element D.2 below. As a consequence, the Trend Information described with respect to BNPP shall also apply to BNPP B.V. |
| **B.5** | Description of the Group | 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 75 countries and has almost 188,000 employees, including over 147,000 in Europe. BNPP is the parent company of the BNP Paribas Group (the "**BNPP Group**").<br><br>• BNPP B.V. is a wholly owned subsidiary of BNPP.<br><br>• BGL is a subsidiary of BNP Paribas Fortis SA/NV ("**BNPPF**") which is in turn a subsidiary of BNPP.<br><br>• BP2F is a subsidiary of BNPPF and acts as a financing vehicle for BNPPF and the companies controlled by BNPPF. |

| Element | Title | |
|---|---|---|
| **B.9** | Profit forecast or estimate | The Group's 2014-2016 business development plan confirms the universal bank business model. The goal of the 2014-2016 business development plan is to support clients in a changing environment.<br><br>The Group has defined the five following strategic priorities for 2016:<br><br>• enhance client focus and services<br><br>• simple: simplify our organisation and how we operate<br><br>• efficient: continue improving operating efficiency<br><br>• adapt certain businesses to their economic and regulatory environment<br><br>• implement business development initiatives,<br><br>BNPP continues to implement its 2014-2016 development plan in a low interest rate context and has to take into account new taxes and regulations. |
| **B.10** | Audit report qualifications | Not applicable, there are no qualifications in any audit report on the historical financial information included in the Base Prospectus. |

**B.12** Selected historical key financial information:

**In relation to BNPP B.V.:**

**Comparative Annual Financial Data - In EUR**

| | **31/12/2014** | **31/12/2013** |
|---|---|---|
| Revenues | 432,263 | 397,608 |
| Net income, Group share | 29,043 | 26,749 |
| Total balance sheet | 64,804,833,465 | 48,963,076,836 |
| Shareholders' equity (Group share) | 445,206 | 416,163 |

**In relation to BNPP:**

**Comparative Annual Financial Data - In millions of EUR**

| | **31/12/2014 (audited)** | **31/12/2013* (audited)** |
|---|---|---|
| Revenues | 39,168 | 37,286 |
| Cost of risk | (3,705) | (3,643) |
| Net income, Group share | 157 | 4,818 |

** Restated following the application of accounting standards IFRS10, IFRS11 and IAS32 revised*

| Element | Title | | |
|---|---|---|---|
| | | **31/12/2014** | **31/12/2013*** |
| | Common Equity Tier 1 ratio (Basel 3 fully loaded, CRD4) | 10.3% | 10.3% |
| | | **31/12/2014 (audited)** | **31/12/2013* (audited)** |
| | Total consolidated balance sheet | 2,077,759 | 1,810,522 |
| | Consolidated loans and receivables due from customers | 657,403 | 612,455 |
| | Consolidated items due to customers | 641,549 | 553,497 |
| | Shareholders' equity (Group share) | 89,410 | 87,433 |
| | * *Restated following the application of accounting standards IFRS10, IFRS11 and IAS32 revised* | | |
| | **Comparative Interim Financial Data – In millions of EUR** | | |
| | | **1Q15** | **1Q14*** |
| | Revenues | 11,065 | 9,911 |
| | Cost of risk | (1,044) | (1,084) |
| | Net income, Group share | 1,648 | 1,403 |
| | | **31/03/2015** | **31/12/2014*** |
| | Common equity Tier 1 ratio (Basel 3 fully loaded, CRD4) | 10.3% | 10.3% |
| | Total consolidated balance sheet | 2,392,177 | 2,077,758 |
| | Consolidated loans and receivables due from customers | 696,737 | 657,403 |
| | Consolidated items due to customers | 688,645 | 641,549 |
| | Shareholders' equity (Group share) | 93,921 | 89,458 |
| | * *Restated according to the IFRIC 21 interpretation* | | |
| | **In relation to BGL:**<br><br>**Comparative Annual Financial Data - In millions of EUR** | | |
| | | **31/12/2014** | **31/12/2013*** |
| | Revenues | 1,346.8 | 1,351.9 |

| Element | Title | | |
|---|---|---|---|
| | Cost of risk | (35.7) | (21.5) |
| | Net Income, Group share | 342.5 | 336.9 |
| | Common Equity Tier 1 Ratio | 22.4% | 25.7% |
| | Tier 1 Ratio | 22.4% | 25.7% |
| | Total consolidated balance sheet | 41,096.9 | 40,224.5 |
| | Consolidated loans and receivables due from customers | 24,570.8 | 24,990.2 |
| | Consolidated items due to customers | 19,780.7 | 19,467.0 |
| | Shareholder equity (Group share) | 6,082.9 | 5,701.5 |
| | ** Restated following the application of accounting standards IFRS 11* | | |
| | **In relation to BP2F:**<br><br>**Comparative Annual Financial Data:** | | |
| | | **31/12/2014** | **31/12/2013** |
| | | EUR | EUR |
| | **Selected items of the Balance Sheet** | | |
| | Assets | | |
| | Financial fixed assets (amounts owed by affiliated undertakings) | 5,470,070,451 | 5,167,738,500 |
| | Current assets (Debtors - Amounts owed by affiliated undertakings becoming due and payable within one year | 415,475,284 | 235,086,058 |
| | Total assets | 5,977,141,866 | 5,501,021,541 |
| | | | |
| | Liabilities | | |
| | Capital and reserves | 6,691,167 | 7,046,710 |
| | Subordinated debts | 1,233,153,404 | 1,656,721,743 |

| Element | Title | | |
|---|---|---|---|
| | Non-subordinated debts | | |
| | Non-convertible loans | | |
| | - becoming due and payable within one year | 358,648,783 | 201,683,146 |
| | - becoming due and payable after more than one year | 3,808,557,061 | 3,326,487,586 |
| | | | |
| | **Charges & Income: selected items** | | |
| | Income from financial fixed assets derived from affiliated undertakings | 128,272,799 | 129,660,813 |
| | Total income | 431,761,255 | 388,490,879 |
| | Interest and other financial charges | 401,166,435 | 335,364,583 |
| | Profit for the financial year | 844,457 | 1,109,807 |
| | ***Statements of no significant or material adverse change***<br><br>There has been no significant change in the financial or trading position of the BNPP Group since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published). There has been no material adverse change in the prospects of BNPP or the BNPP Group since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published).<br><br>There has been no significant change in the financial or trading position of BNPP B.V., BP2F or BGL since 31 December 2014 and there has been no material adverse change in the prospects of BNPP B.V., BP2F or BGL since 31 December 2014. | | |
| **B.13** | Events impacting the Issuer's solvency | Not applicable, as at the date of this Base Prospectus and 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 2014. | |
| **B.14** | Dependence upon other group entities | Subject to the following paragraph, BNPP is not dependent upon other members of the BNPP Group. Each of BNPP B.V., BGL, BP2F is dependent upon the other members of the BNPP Group. | |

| Element | Title | |
|---|---|---|
| | | In April 2004, BNPP began outsourcing IT Infrastructure Management Services to the BNP Paribas Partners for Innovation (**BP²I**) joint venture set up with IBM France at the end of 2003. BP²I provides IT Infrastructure Management Services for BNPP and several BNPP subsidiaries in France (including BNP Paribas Personal Finance, BP2S, and BNP Paribas Cardif), Switzerland, and Italy. In mid-December 2011 BNPP renewed its agreement with IBM France for a period lasting until end-2017. At the end of 2012, the parties entered into an agreement to gradually extend this arrangement to BNP Paribas Fortis as from 2013.<br><br>BP²I is under the operational control of IBM France. BNP Paribas has a strong influence over this entity, which is 50/50 owned with IBM France. The BNP Paribas staff made available to BP²I make up half of that entity's permanent staff, its buildings and processing centres are the property of the Group, and the governance in place provides BNP Paribas with the contractual right to monitor the entity and bring it back into the Group if necessary.<br><br>ISFS, a fully-owned IBM subsidiary, handles IT Infrastructure Management for BNP Paribas Luxembourg.<br><br>BancWest's data processing operations are outsourced to Fidelity Information Services. Cofinoga France's data processing is outsourced to SDDC, a fully-owned IBM subsidiary.<br><br>BNPP B.V. is dependent upon BNPP. BNPP B.V. is a wholly owned subsidiary of BNPP specifically involved in the issuance of securities such as Notes, Warrants or Certificates or other obligations which are developed, setup and sold to investors by other companies in the BNPP Group (including BNPP). The securities are hedged by acquiring hedging instruments from BNP Paribas and BNP Paribas entities as described in Element D.2 below.<br><br>BGL has certain IT dependency upon other entities within the BNPP Group which may be summarised as follows:<br><br>• BGL's corporate and institutional banking (CIB) business shares most of its front and back-office IT platforms with BNPP; and<br><br>• Other business lines and functions share various platforms with other entities within the BNPP Group, but not necessarily to the same extent as the CIB business.<br><br>See also Element B.5 above. |
| **B.15** | Principal activities | BNP Paribas holds key positions in its two main businesses:<br><br>• **Retail Banking and Services**, which includes:<br><br>• Domestic Markets, comprising: |

| Element | Title | |
|---|---|---|
| | | • French Retail Banking (FRB),<br>• BNL banca commerciale (BNL bc), Italian retail banking,<br>• Belgian Retail Banking (BRB),<br>• Other Domestic Markets activities, including Luxembourg Retail Banking (LRB);<br>• International Financial Services, comprising:<br>• Europe-Mediterranean,<br>• BancWest,<br>• Personal Finance,<br>• Insurance,<br>• Wealth and Asset Management;<br>• **Corporate and Institutional Banking (CIB)**, which includes:<br>• Corporate Banking,<br>• Global Markets,<br>• Securities Services.<br>• The principal activity of BNPP B.V. is to issue and/or acquire financial instruments of any nature and to enter into related agreements for the account of various entities within the BNPP Group.<br>• BGL is active in the following areas: Retail and Corporate Banking Luxembourg (*Banque de détail et des entreprises Luxembourg*), including NetAgence (daily banking transactions) and Personal Investors (investment advice), Wealth Management and Corporate and Institutional Banking.<br>• BP2F's main object is to grant loans to 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). |

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| **B.16** | Controlling shareholders | • None of the existing shareholders controls, either directly or indirectly, BNPP. The main shareholders are Société Fédérale de Participations et d'Investissement ("**SFPI**") a *public-interest société anonyme* (public limited company) acting on behalf of the Belgian government holding 10.3% of the share capital as at 31 December 2014 and Grand Duchy of Luxembourg holding 1.0% of the share capital as at 31 December 2014. To BNPP's knowledge, no<br><br>shareholder other than SFPI owns more than 5% of its capital or voting rights.<br><br>• BNP Paribas holds 100 per cent. of the share capital of the BNPP B.V.<br><br>• BNPPF holds 50 per cent. plus 1 share of the share capital of BGL. The remaining share capital is held by BNP Paribas (15.96 per cent.) and the Grand Duchy of Luxembourg (34 per cent.). BNP Paribas is also the controlling shareholder of BNPPF.<br><br>• BNPPF holds 99.995 per cent. of the share capital of BP2F. |
| **B.17** | Solicited credit ratings | BNPP B.V.'s long term credit ratings are A+ with a negative outlook (Standard & Poor's Credit Market Services France SAS) and BNPP B.V.'s short term credit ratings are A-1 (Standard & Poor's Credit Market Services France SAS).<br><br>BNPP's long term credit ratings are A+ with a negative outlook (Standard & Poor's Credit Market Services France SAS), A1 with a stable outlook (Moody's Investors Service Ltd.) and A+ with a stable outlook (Fitch France S.A.S.) and BNPP's short-term credit ratings are A-1 (Standard & Poor's Credit Market Services France SAS), P-1 (Moody's Investors Service Ltd.) and F1 (Fitch France S.A.S.).<br><br>BP2F's senior unsecured credit ratings are A+ (Standard & Poor's Credit Market Services France SAS), A2 with a stable outlook (Moody's France SAS) and A+ with a stable outlook (Fitch Ratings Limited) and BP2F's short-term credit ratings are A-1 (Standard & Poor's), P-1 (Moody's France SAS) and F1 (Fitch Ratings Limited).<br><br>BGL's long-term credit ratings are A+ (with a negative outlook) (Standard & Poor's Credit Market Services France SAS), A2 (with a positive outlook) (Moody's France SAS) and A+ (with a stable outlook) (Fitch France S.A.S) and BGL's short-term credit ratings are A-1 (Standard & Poor's Credit Market Services France SAS), P-1 (Moody's France SAS) and F1 (Fitch France S.A.S).<br><br>Securities issued under the Programme may be rated or unrated.<br><br>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. |

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| **B.18** | Description of the Guarantee | Notes issued by BNPP B.V. will be unconditionally and irrevocably guaranteed by BNPP pursuant to an English law deed of guarantee executed by BNPP on or around 9 June 2015. The obligations under the guarantee are direct unconditional, unsecured and unsubordinated obligations of BNPP and rank and will rank *pari passu* among themselves and at least *pari passu* with all other direct, unconditional, unsecured and unsubordinated indebtedness of BNPP (save for statutorily preferred exceptions). In the event of a bail-in of BNPP B.V. but not BNPP, the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such reduction or modification resulting from the application of a bail-in of BNPP B.V. by a relevant regulator. In the event of a bail-in of BNPP but not BNPP B.V., the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such modification or reduction applied to securities issued by BNPP resulting from the application of a bail-in of BNPP by any relevant regulator.<br><br>English law unsecured W&C Securities issued by BNPP B.V. will be unconditionally and irrevocably guaranteed by BNPP pursuant to an English law deed of guarantee executed by BNPP on or around 9 June 2015. The obligations under the guarantee are direct unconditional, unsecured and unsubordinated obligations of BNPP and rank and will rank *pari passu* among themselves and at least *pari passu* with all other direct, unconditional, unsecured and unsubordinated indebtedness of BNPP (save for statutorily preferred exceptions). In the event of a bail-in of BNPP B.V. but not BNPP, the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such reduction or modification resulting from the application of a bail-in of BNPP B.V. by a relevant regulator. In the event of a bail-in of BNPP but not BNPP B.V., the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such modification or reduction applied to securities issued by BNPP resulting from the application of a bail-in of BNPP by any relevant regulator.<br><br>English law secured W&C Securities issued by BNPP B.V. will be unconditionally and irrevocably guaranteed by BNPP pursuant to an English law deed of guarantee executed by BNPP on or around 9 June 2015. The obligations under the guarantee are direct unconditional, unsecured and unsubordinated obligations of BNPP and rank and will rank *pari passu* among themselves and at least *pari passu* with all other direct, unconditional, unsecured and unsubordinated indebtedness of BNPP (save for statutorily preferred exceptions).<br><br>French law unsecured W&C Securities issued by BNPP B.V. will be unconditionally and irrevocably guaranteed by BNPP pursuant to a French law *garantie* executed by BNPP on or around 9 June 2015. The obligations under the *garantie* are direct unconditional, unsecured and unsubordinated obligations of BNPP and rank and will rank *pari passu* among themselves and at least *pari passu* with all other direct, unconditional, unsecured and unsubordinated indebtedness of BNPP (save for statutorily preferred |

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| | | exceptions). In the event of a bail-in of BNPP B.V. but not BNPP, the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such reduction or modification resulting from the application of a bail-in of BNPP B.V. by a relevant regulator. In the event of a bail-in of BNPP but not BNPP B.V., the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such modification or reduction applied to securities issued by BNPP resulting from the application of a bail-in of BNPP by any relevant regulator.<br><br>French law secured W&C Securities issued by BNPP B.V. will be unconditionally and irrevocably guaranteed by BNPP pursuant to a French law *garantie* executed by BNPP on or around 9 June 2015. The obligations under the *garantie* are direct unconditional, unsecured and unsubordinated obligations of BNPP and rank and will rank *pari passu* among themselves and at least *pari passu* with all other direct, unconditional, unsecured and unsubordinated indebtedness of BNPP (save for statutorily preferred exceptions).<br><br>Securities issued by BP2F will be unconditionally and irrevocably guaranteed by BNPPF pursuant to an English law deed of guarantee executed by BNPPF on or around 9 June 2015. The obligations under the guarantee constitute direct, unconditional, unsubordinated and unsecured obligations of BNPPF 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 BNPPF.<br><br>Securities issued by BNPP or BGL are not guaranteed. |
| **B.19** | Information about the Guarantors | See Elements B.1 to B.17 above in the case of BNPP. Please see below in the case of BNPPF. |
| **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 | BNPPF was incorporated as a public company with limited liability *("société anonyme/naamloze vennootschap")* under the laws of Belgium with its registered office at Montagne du Parc 3, 1000 Brussels, Belgium and is a credit institution governed by the Belgian Law of 25 April 2014 on the status and supervision of credit institutions (the "**Belgian Banking Law**"). |
| **B.19/B.4b** | Trend information | ***Macro-economic environment.***<br><br>Market and macroeconomic conditions affect BNPPF's results. The nature of BNPPF's business makes it particularly sensitive to market and macroeconomic conditions in Europe, which have been difficult and volatile in recent years.<br><br>In 2014, the global economy continued its slow recovery but there remain |

| Element | Title | |
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| | | uncertainties, in particular in Europe where the economic performance during the second half of 2014 was weaker than expected. IMF and OECD[4] economic forecasts for 2015 indicate a continuation of moderate growth in developed economies but with differences between countries, including in the euro-zone, where growth is forecast to be weak in certain countries (including France and Italy). The forecast is similar for emerging markets (i.e., moderate growth but with areas of weakness). Short term risks to macroeconomic growth highlighted by the IMF include heightened geopolitical tensions and increased financial market volatility; medium-term risks highlighted include weak economic growth or stagnation in developed countries. Deflation remains a risk in the euro-zone, although the risk has been reduced through the ECB's announcement of non-conventional policy measures.<br><br>***Laws and Regulations Applicable to Financial Institutions.***<br><br>Laws and regulations applicable to financial institutions that have an impact on BNPPF have significantly evolved in the wake of the global financial crisis. The measures that have been proposed and/or adopted in recent years include more stringent capital and liquidity requirements (particularly for large global banking groups such as the BNP Paribas Group), taxes on financial transactions, restrictions and taxes on employee compensation, limits on the types of activities that commercial banks can undertake and ring-fencing or even prohibition of certain activities considered as speculative within separate subsidiaries, restrictions on certain types of financial products, increased internal control and reporting requirements, more stringent conduct of business rules, mandatory clearing and reporting of derivative transactions, requirements to mitigate risks in relation to over-the-counter derivative transactions and the creation of new and strengthened regulatory bodies. The measures that were recently adopted, or in some cases proposed and still under discussion, that have or are likely to affect BNPPF, include in particular the EU Directive and Regulation on prudential requirements "CRD IV" dated 26 June 2013 and many of whose provisions have been applicable since 1 January 2014; the proposals of technical regulatory and execution rules relating to the Directive and Regulation CRD IV published by the EBA; the Belgian Banking Law dated 25 April 2014 replacing the previous law of 1993 and introducing important changes; the Belgian Royal Decrees dated 22 February 2015 determining the entry into force of the Belgian Banking Law provisions relating to resolution (including the establishment of a Belgian Resolution Authority) and creating two preferential rights on the bank's moveables; the public consultation for the reform of the structure of the EU banking sector of 2013 and the European Commission's proposed regulation on structural measures designed to improve the strength of EU credit institutions of 29 January 2014; the proposal for a regulation on indices used as benchmarks in financial instruments and financial contracts; the European Single Supervisory Mechanism; the European Single Resolution Mechanism dated 15 July 2014 and the European Directive on Bank Recovery and |

[4] See in particular: International Monetary Fund. World Economic Outlook (WEO) Update, January 2015: Gross Currents; International Monetary Fund. 2014; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014); OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014

<table>
<tr><th>Element</th><th>Title</th><th></th></tr>
<tr><td></td><td></td><td>Resolution dated 15 May 2014; the European Directive on Revised Deposit Guarantee Schemes dated 16 April 2014; the final rule for the regulation of foreign banks imposing certain liquidity, capital and other prudential requirements adopted by the U.S. Federal Reserve; the proposal of the U.S. Federal Reserve relating to liquidity ratios of large banks; and the "Volcker" Rule imposing certain restrictions on investments in or sponsorship of hedge funds and private equity funds and proprietary trading activities (of U.S. banks and to some extent non-U.S. banks) that was recently adopted by the U.S. regulatory authorities. More generally, regulators and legislators in any country may, at any time, implement new or different measures that could have a significant impact on the financial system in general or BNPPF in particular.</td></tr>
<tr><td>B.19/B.5</td><td>Description of the Group</td><td>BNPPF is a subsidiary of BNP Paribas.</td></tr>
<tr><td>B.19/B.9</td><td>Profit forecast or estimate</td><td>The Group's 2014-2016 business development plan confirms the universal bank business model. The goal of the 2014-2016 business development plan is to support clients in a changing environment.<br><br>The Group has defined the five following strategic priorities for 2016:<br><br>• enhance client focus and services<br><br>• simple: simplify our organisation and how we operate<br><br>• efficient: continue improving operating efficiency<br><br>• adapt certain businesses to their economic and regulatory environment<br><br>• implement business development initiatives<br><br>BNPP continues to implement its 2014-2016 development plan in a low interest rate context and has to take into account new taxes and regulations.</td></tr>
<tr><td>B.19/B.10</td><td>Audit report qualifications</td><td>Not applicable, there are no qualifications in any audit report on the historical financial information included in the Base Prospectus.</td></tr>
<tr><td>B.19/B.12</td><td colspan="2">Selected historical key financial information:<br><br>In relation to BNPPF:<br><br>Comparative Annual Financial Data - In millions of EUR
<table>
<tr><th></th><th>31/12/2014</th><th>31/12/2013*</th></tr>
<tr><td>Revenues</td><td>7,011</td><td>5,740</td></tr>
<tr><td>Cost of risk</td><td>(283)</td><td>(372)</td></tr>
<tr><td>Net Income</td><td>1,663</td><td>925</td></tr>
</table></td></tr>
</table>

| Element | Title | | | |
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| | Net Income attributable to shareholders | | 1,246 | 637 |
| | Total Consolidated Balance Sheet | | 275,206 | 256,226 |
| | Shareholders' equity | | 20,254 | 18,662 |
| | Consolidated loans and receivables due from customers | | 166,851 | 159,551 |
| | Consolidated items due to customers | | 167,800 | 156,788 |
| | Tier 1 Capital | | 18,840 | 18,618 |
| | Tier 1 Ratio | | 14.7% | 14.8% |
| | Total Capital | | 21,349 | 21,910 |
| | Total Capital Ratio | | 16.6% | 17.4% |
| | ** Comparative figures of 2013 restated according to IFRS 11 (see notes 1.a and 8.o of the Annual Report 2014 of BNPPF for more information).* | | | |
| | ***Statements of no significant or material adverse change***<br>See Element B.12 above in the case of the BNPP Group.<br>There has been no significant change in the financial or trading position of BNPPF and no material adverse change in the prospects of BNPPF since 31 December 2014. | | | |
| **B.19/B.13** | Events impacting the Guarantor's solvency | Not applicable, as at the date of this Base Prospectus and to the best of BNPPF's knowledge, there have not been any recent events which are to a material extent relevant to the evaluation of BNPPF's solvency since 31 December 2014. | | |
| **B.19/B.14** | Dependence upon other group entities | BNPPF is dependent upon the other members of the BNPP Group. See also Element B.5 above. | | |
| **B.19/B.15** | Principal activities | 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 credit institutions (including the Belgian Banking Law). | | |
| **B.19/B.16** | Controlling shareholders | None of the existing shareholders controls, either directly or indirectly, BNPP. The main shareholders are Société Fédérale de Participations et d'Investissement ("**SFPI**") *a public-interest société anonyme* (public limited company) acting on behalf of the Belgian government holding 10.3% of the share capital as at 31 December 2014 and Grand Duchy of Luxembourg | | |

| Element | Title | |
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| | | holding 1.0% of the share capital as at 31 December 2014. To BNPP's knowledge, no shareholder other than SFPI owns more than 5% of its capital or voting rights.<br><br>BNP Paribas holds 99.93 per cent. of the share capital of BNPPF. |
| **B.19/B.17** | Solicited credit ratings | BNPPF's long-term credit ratings are A+ with a negative outlook (Standard & Poor's Credit Market Services France SAS), A2 with a stable outlook (Moody's France SAS) and A+ with a stable outlook (Fitch Ratings Limited) and BNPPF's short-term credit ratings are A-1 (Standard & Poor's Credit Market Services France SAS), P-1 (Moody's France SAS) and F1 (Fitch Ratings Limited).<br><br>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. |

**Section C – Securities**

| Element | Title | |
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| **C.1** | Type and class of Securities/ISIN | The following types of Securities may be issued: notes ("**Notes**"), warrants ("**Warrants**") and certificates ("**Certificates**" and, together with the Warrants, "**W&C Securities**" and together with the Notes, "**Securities**").<br><br>BNPP B.V., BGL and BP2F may issue Notes, Warrants and Certificates. BNPP may issue Warrants and Certificates. BNPP B.V. and BNPP may issue Warrants and Certificates governed by English law and French law.<br><br>BNPP B.V. may issue secured and unsecured Warrants and Certificates.<br><br>The ISIN, Common Code and Mnemonic Code in respect of a Series of Securities will be specified in the applicable Final Terms.<br><br>If specified in the applicable Final Terms, the Securities will be consolidated and form a single series with such earlier Tranches as are specified in the applicable Final Terms.<br><br>Securities may be cash settled ("**Cash Settled Securities**") or physically settled by delivery of assets ("**Physically Settled Securities**").<br><br>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 Notes**". |
| **C.2** | Currency | Subject to compliance with all applicable laws, regulations and directives, Securities may be issued in any currency. |
| **C.5** | Restrictions on free transferability | The Securities will be freely transferable, subject to the offering and selling restrictions in the United States, the European Economic Area, Austria, |

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| | | Belgium, the Czech Republic, Denmark, France, Germany, Hungary, Ireland, Portugal, Spain, Sweden, the Republic of Italy, the Netherlands, Poland, the United Kingdom, Japan and Australia and under the Prospectus Directive and the laws of any jurisdiction in which the relevant Securities are offered or sold. |
| **C.8** | Rights attaching to the Securities | Securities issued under the Programme will have terms and conditions relating to, among other matters:<br><br>***Status***<br><br>*In the case of Securities issued by BNPP B.V.:*<br><br>Notes may be issued on an unsecured basis. W&C Securities may be issued on either a secured or unsecured basis. Securities issued on an unsecured basis and (if applicable) the relative Coupons constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and at least *pari passu* with all other direct, unconditional, unsecured and unsubordinated indebtedness of the Issuer (save for statutorily preferred exceptions).<br><br>W&C Securities issued on a secured basis ("**Secured Securities**") constitute unsubordinated and secured obligations of the Issuer and will rank *pari passu* among themselves.<br><br>*In the case of W&C Securities issued by BNPP:*<br><br>The W&C Securities constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and at least *pari passu* with all other direct, unconditional, unsecured and unsubordinated indebtedness of the Issuer (save for statutorily preferred exceptions).<br><br>*In the case of Securities issued by BGL:*<br><br>The Securities and (if applicable) the relative Coupons constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Securities and (if applicable) the Coupons relating to them shall, save for such exceptions as may be provided by applicable legislation at all times rank at least equally with all other unsecured and unsubordinated indebtedness of the Issuer present and future (other than indebtedness or monetary obligations preferred by mandatory provisions of law).<br><br>*In the case of Securities issued by BP2F:*<br><br>The Securities and (if applicable) the relative Coupons constitute direct, unconditional, unsubordinated and unsecured and general obligations of the Issuer and rank *pari passu* (subject to mandatorily preferred debts under applicable laws) without any preference among themselves and at least |

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| | | 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 Issuer.<br><br>***Secured Securities***<br><br>In respect of Secured Securities, BNPP B.V. will grant a security interest in favour of BNP Paribas Trust Corporation UK Limited or such other entity specified as the collateral agent in the Final Terms (the "**Collateral Agent**") on behalf of the Collateral Agent and the relevant holders over assets (such assets, the "**Collateral Assets**") held in accounts with a custodian or bank (each a "**Collateral Account**").<br><br>One or more series of Secured Securities may be secured by the same pool of Collateral Assets (each a "**Collateral Pool**"). The Collateral Assets in a Collateral Pool must consist of the eligible collateral specified in the applicable Final Terms. The applicable Final Terms will specify the Collateral Assets which comprise the Collateral Pool(s) for the series of Secured Securities and whether or not the Issuer will provide collateral in respect of the nominal amount (the "**nominal value**") of the relevant Secured Securities ("**Nominal Value Collateralisation**") or in respect of part of the nominal value of the relevant Secured Securities ("**Partial Nominal Value Collateralisation**") or in respect of the marked to market value of the Secured Securities ("**MTM Collateralisation**") or in respect of part of the marked to market value of the Secured Securities ("**Partial MTM Collateralisation**") or whether the Secured Securities are "**Collateral Asset Linked Securities**". Where the Secured Securities are Collateral Asset Linked Securities, the Issuer will provide collateral in respect of the nominal value of the relevant Secured Securities (the "**Reference Collateral Assets**") and, in addition, the Issuer will provide collateral in respect of the marked to market value of an option to which the Final Payout in respect of the Secured Securities is linked (the "**MTM Adjustable Assets**") unless the Secured Securities are "Notional Value Collateral Asset Linked Securities" in which case no such collateral will be provided and the market value of such option will be uncollateralised.<br><br>The Issuer will not hold Collateral Assets in respect of Secured Securities where it or one of its affiliates is the beneficial owner of such Secured Securities.<br><br>Following the occurrence of one or more of the events of default applicable to the Secured Securities (which events of default include non-payment, non-performance or non-observance of BNPP B.V.'s or the Guarantor's obligations in respect of the Secured Securities; the insolvency or winding up of the Issuer or Guarantor) and delivery of a notice from a holder of Secured Securities to, among others, the Collateral Agent which is not disputed by BNPP B.V., the security over each Collateral Pool will be enforced by the Collateral Agent. |

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| | | Following the realisation, or enforcement, of the security with respect to a Collateral Pool if the amount paid to holders of Secured Securities in respect of a series of Secured Securities is less than the amount payable in respect of such Secured Securities following such realisation or enforcement, such shortfall shall be irrevocably guaranteed by BNPP. Certain series of Secured Securities may provide that on enforcement of the security interest with respect to a Collateral Pool, the Collateral Assets and/or the value realised for any of the Collateral Assets which are sold in connection with the enforcement and delivery will be delivered to the relevant holders of Securities and no shortfall will be calculated.<br><br>The amount payable in respect of the Secured Securities following the realisation or enforcement of the security with respect to a Collateral Pool will be, as specified in the applicable Final Terms, the Security Value Termination Amount, Security Value Realisation Proceeds, Partial Nominal Value Realisation Proceeds, Nominal Value Amount or Shortfall Value Amount. Where the Secured Securities are Collateral Asset Linked Securities, the Reference Collateral Assets and/or the value realised for any of the Reference Collateral Assets which are sold in connection with the enforcement and delivery will be delivered to the relevant holders and an amount equal to the Security MTM Termination Amount will be payable to the relevant holders. Following the realisation, or enforcement, of the security with respect to the Collateral Pool if the amount paid to holders of Securities in respect of the realisation of the MTM Adjustable Assets or, in the case of Notional Value Collateral Asset Linked Securities only, the amount paid by BNPP B.V. in respect of the marked to market value of the option which BNPP B.V. will enter into in order to hedge its obligations, is less than the Security MTM Termination Amount following such realisation, enforcement or payment, such shortfall shall be irrevocably guaranteed by BNPP.<br><br>***Taxation***<br><br>*In the case of Notes issued by BNPP B.V.,*<br><br>Subject to Condition 6.4 being specified as applicable in the applicable Final Terms, all payments in respect of Notes will be made without deduction for or on account of withholding taxes imposed by France or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by BNPP as Guarantor) or the Netherlands or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by BNPP B.V.), unless such deduction or withholding is required by law. In the event that any such deduction is made, the Issuer or, as the case may be, the Guarantor will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted.<br><br>*In the case of Notes issued by BP2F,*<br><br>Subject to Condition 6.4 being specified as applicable in the applicable Final |

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| | | Terms, all payments in respect of Notes will be made without deduction for or on account of withholding taxes imposed by 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 the Guarantor) 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 the event that any such deduction is made, the Issuer or, as the case may be, the Guarantor will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted.<br><br>*In the case of Notes issued by BGL,*<br><br>Subject to Condition 6.4 being specified as applicable in the applicable Final Terms, all payments in respect of Notes will be made without deduction for or on account of withholding taxes imposed by Grand Duchy of Luxembourg, the jurisdiction in which the Specified Branch (if any) is located or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Notes and Coupons, unless such deduction or withholding is required by law. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted.<br><br>If Condition 6.4 is specified as applicable in the applicable Final Terms, neither the Issuer nor the Guarantor (if any) shall be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Note and all payments made by the Issuer or the Guarantor (if any) shall be made subject to any tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.<br><br>*In the case of W&C Securities:*<br><br>The Holder must pay all taxes, duties and/or expenses arising from the exercise and settlement or redemption of the W&C Securities and/or the delivery or transfer of the Entitlement. The Issuer shall deduct from amounts payable or assets deliverable to Holders certain taxes and expenses not previously deducted from amounts paid or assets delivered to Holders, as the Calculation Agent determines are attributable to the W&C Securities.<br><br>*In the case of Securities issued by any Issuer*<br><br>Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Note Condition 6, (ii) any withholding or deduction required pursuant to an agreement described in 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 |

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| | | provisions of Note Condition 6) any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.<br><br>***Negative pledge***<br><br>*In the case of Securities issued by BNPP B.V., BNPP, BP2F and, if the Securities are W&C Securities, BGL:*<br><br>The terms of the Securities will not contain a negative pledge provision.<br><br>*In the case of Notes issued by BGL:*<br><br>The terms of the Notes issued by BGL contain a negative pledge provision. Whilst such Notes or the Coupons relating to them remain outstanding BGL undertakes not to create or have outstanding any mortgage, charge, pledge, lien (other than a lien arising solely by operation of law in the ordinary course of business) or other encumbrance, upon or with respect to, the whole or any part of, its present or future property, assets or revenues to secure repayment of, or to secure any guarantee of or indemnity in respect of, any external indebtedness unless such Notes and Coupons are, at the same time, secured equally and rateably therewith, or have the benefit of such other security or other arrangement as shall be approved by an extraordinary resolution of the Noteholders.<br><br>"**External indebtedness**" means any obligation for the repayment of borrowed money in the form of, or represented by, bonds, notes, debentures or other securities (a) that are payable or may be required to be paid in, or by reference to, any currency other than euro which on issue was offered through an international group of banks or financial institutions as to more than 50 per cent. in issue amount outside Belgium and Luxembourg; and (b) that are, or are capable of being, quoted, listed or ordinarily traded on any stock exchange, automated trading system, over-the-counter or other securities market.<br><br>***Events of Default***<br><br>The terms of the Notes will contain events of default including non-payment, non-performance or non-observance of the Issuer's or (if applicable) Guarantor's obligations in respect of the Securities; the insolvency or winding up of the Issuer or (if applicable) Guarantor; (in the case of BP2F) default by the Issuer or Guarantor in payment on other loan indebtedness of or assumed or guaranteed by the Issuer or Guarantor of at least EUR 50,000,000 or its equivalent in any other currency; (in the case of BGL) any mortgage, charge, pledge, lien or encumbrance under all or a material part of the property, assets or revenues of the Issuer becomes enforceable or is enforced or any loan or other indebtedness of the Issuer in respect of monies borrowed or raised (other than pursuant to a fiduciary contract under the Luxembourg law of 27 July 2007 on Trust and Fiduciary Contracts, as amended) becomes due and payable prior to its stated maturity (other than at the option of the Issuer or the |

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| | | creditor) or the Issuer fails to make any due payment in respect thereof or default is made by the Issuer in respect thereof or any guarantee or indemnity in respect thereof if the aggregate amount of such loan or other indebtedness is equal or greater than EUR 15,000,000 or its equivalent in any other currency.<br><br>The terms of the W&C Securities (save for the Secured Securities) will not contain events of default. The events of default relating to the Secured Securities are described in this Element C.8 under the heading "Secured Securities".<br><br>***Meetings***<br><br>The terms of the Securities will contain provisions for calling meetings of holders of such Securities 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.<br><br>In the case of French law W&C Securities, the applicable Final Terms may specify that Holders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *masse* (the "***Masse***") or that Holders shall not be grouped in a *Masse*.<br><br>***Governing law***<br><br>*In the case of Notes:*<br><br>The Note Agency Agreement (as amended, supplemented and/or restated from time to time), the Deed of Covenant, (as amended, supplemented and/or restated from time to time), the Guarantees in respect of the Notes, the Notes, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with the Note Agency Agreement (as amended, supplemented and/or restated from time to time), the Deed of Covenant, (as amended, supplemented and/or restated from time to time), the Guarantees, the Notes (except as aforesaid), the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law.<br><br>*In the case of English law W&C Securities:*<br><br>The W&C Securities, the English Law Agency Agreement (as amended or supplemented from time to time), the related Guarantee in respect of the W&C Securities and any non-contractual obligations arising out of or in connection with the W&C Securities, the English Law Agency Agreement (as amended or supplemented from time to time) and the Guarantee in respect of the W&C Securities will be governed by and shall be construed in accordance with English law.<br><br>*In the case of French law W&C Securities:*<br><br>The W&C Securities, the French Law Agency Agreement (as amended or |

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| | | supplemented from time to time) and the BNPP French Law Guarantee are governed by, and construed in accordance with, French law, and any action or proceeding in relation thereto shall be submitted to the jurisdiction of the competent courts in Paris within the jurisdiction of the Paris Court of Appeal (*Cour d'Appel de Paris*). BNPP B.V. elect domicile at the registered office of BNP Paribas currently located at 16 boulevard des Italiens, 75009 Paris.<br><br>***Buy-back Provisions in respect of French law governed Certificates***<br><br>If so provided in the applicable Final Terms, BNP Paribas Arbitrage S.N.C. undertakes, pursuant to a market making agreement dated 11 April 2014 entered into between BNPP B.V. and BNP Paribas Arbitrage S.N.C., to buy-back French law governed Certificates as specified in the applicable Final Terms, subject to normal market conditions prevailing at the time. |
| **C.9** | Interest/Redemption | ***Interest***<br><br>Warrants do not bear or pay interest. Notes and Certificates may or may not bear or pay interest (or, in the case of Certificates, Premium Amount). Notes and Certificates which do not bear or pay interest (or, in the case of Certificates, Premium Amount) may be offered and sold at a discount to their nominal amount. Interest/Premium Amount paying Securities will either bear or pay interest or premium amount determined by reference to a fixed rate, a floating rate and/or a rate calculated by reference to one or more Underlying Reference(s) (each an "**Underlying Reference**").<br><br>In each case, interest or premium amount will be payable on such date or dates as determined by the Issuer at the time of issue of the Notes or Certificates, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms. In addition, the interest rate and yield in respect of Notes bearing interest or Certificates paying interest or a Premium Amount at or of a fixed rate will also be so agreed, specified and summarised.<br><br>Interest or Premium Amount Rate may be calculated by reference to a reference rate (such as, but not limited to, LIBOR or EURIBOR). The reference rate and the manner in which such rate will be calculated using the reference rate (including any margin over or below the reference rate) will be determined by the Issuer at the time of issue of the relevant Notes or Certificates, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms.<br><br>The Interest or Premium Amount Rate may be calculated by reference to one or more Underlying Reference. The Underlying Reference(s) and the manner in which such rate will be calculated will be determined by the Issuer at the time of issue of the relevant Notes or Certificates, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms. |

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| | | The Interest or Premium Amount Rate may be any of the following as specified in the applicable Final Terms:<br><br>Fixed Rate<br><br>Floating Rate<br><br>SPS Fixed Coupon<br><br>SPS Variable Amount Coupon<br><br>Digital Coupon<br><br>Snowball Digital Coupon<br><br>Accrual Digital Coupon<br><br>Stellar Coupon<br><br>Cappuccino Coupon<br><br>Ratchet Coupon<br><br>Driver Coupon<br><br>Nova Coupon<br><br>Sum Coupon<br><br>Option Max Coupon<br><br>FX Vanilla Coupon<br><br>FI Digital Coupon<br><br>FX Digital Coupon<br><br>Range Accrual Coupon<br><br>FX Range Accrual Coupon<br><br>FX Memory Coupon<br><br>Combination Floater Coupon<br><br>PRDC Coupon<br><br>FI Digital Floor Coupon<br><br>FI Digital Cap Coupon<br><br>FI Target Coupon |

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| | | These rates and/or amounts of interest or premium amount payable may be subject to a maximum or a minimum. If Coupon Switch Election or Automatic Coupon Switch is specified as applicable in the applicable Final Terms, the rate may be switched from one specified rate to another. If Additional Coupon Switch is specified as applicable in the applicable Final Terms, an Additional Switch Coupon Amount will be payable on the Interest Payment Date following such switch. The terms applicable to each Series of such Securities will be determined by the Issuer at the time of issue of the relevant Securities, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms.<br><br>***Redemption***<br><br>The terms under which Securities may be redeemed or exercised (including the maturity date, redemption date or exercise date and related settlement date and the amount payable or deliverable on redemption or exercise as well as any provisions relating to early redemption or cancellation) will be determined by the Issuer at the time of issue of the relevant Securities, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms. Notes may be redeemed early for tax reasons at the Early Redemption Amount calculated in accordance with the Conditions or, if specified in the applicable Final Terms, at the option of the Issuer or at the option of the Noteholders at the Optional Redemption Amount specified in the applicable Final Terms. The Optional Redemption Amount in respect of each nominal amount of Notes equal to the Calculation Amount shall be either (i) the Calculation Amount multiplied by the percentage specified in the applicable Final Terms; or (ii) the SPS Call Payout (in the case of early redemption at the option of the Issuer) or SPS Put Payout (in the case of early redemption at the option of the Noteholders).<br><br>W&C Securities may be cancelled or redeemed early if the performance of the Issuer's obligations under the W&C Securities has become illegal or by reason of force majeure or act of state it becomes impossible or impracticable for the Issuer to perform its obligations under the W&C Securities and/or any related hedging arrangements. If specified in the applicable Final Terms, Certificates may be redeemed early at the option of the Issuer or at the option of the Holders at the Optional Redemption Amount specified in the applicable Final Terms. The Optional Redemption Amount in respect of each Certificate shall be either (i) the Notional Amount multiplied by the percentage specified in the applicable Final Terms; or (ii) one of the following Call Payouts (in the case of early redemption at the option of the Issuer) or Put Payouts (in the case of early redemption at the option of the Holders):<br><br>*Put Payouts*<br><br>Put Payout 2210<br><br>Put Payout 2300 |

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| | | SPS Put Payout<br><br>*Call Payouts*<br><br>Call Payout 2300<br><br>SPS Call Payout.<br><br>In the case of Securities linked to an Underlying Reference, the Securities may also be cancelled or redeemed early following the occurrence of certain disruption, adjustment, extraordinary or other events as summarised in the relevant issue specific summary annexed to the applicable Final Terms. If Payout Switch Election or Automatic Payout Switch is specified in the applicable Final Terms, the amount payable or deliverable on redemption or exercise may be switched from one amount payable or deliverable to another.<br><br>***Dual Currency Notes***<br><br>In the case of Dual Currency Notes, any amount calculated to be payable in respect of interest (if any) and any amount calculated to be payable on redemption of the Notes, will be converted into the Settlement Currency at the Specified Exchange Rate or the Settlement Currency Exchange Rate specified in the applicable Final Terms.<br><br>***Indication of Yield***<br><br>In the case of Securities that bear or pay interest or premium amount at a fixed rate, the yield will be specified in the applicable Final Terms and will be calculated as the rate of interest or premium amount that, when used to discount each scheduled payment of interest and principal under the Securities from the Scheduled Maturity Date or Redemption Date back to the Issue Date, yields amounts that sum to the Issue Price.<br><br>The yield is calculated at the Issue Date on the basis of the Issue Price and on the assumption that the Securities are not subject to early cancellation or, if applicable, no Credit Event occurs. It is not an indication of future yield.<br><br>In the case of Securities that bear or pay interest or premium amount other than at a fixed rate, due to the nature of such Securities it is not possible to determine the yield as of the Issue Date.<br><br>***Representative of Holders***<br><br>No representative of the Holders has been appointed by the Issuer except in respect of French law W&C Securities if so specified in the applicable Final Terms.<br><br>Please also refer to item C.8 above for rights attaching to the Securities. |

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| **C.10** | Derivative component in the interest payment | Payments of interest in respect of certain Tranches of Securities may be determined by reference to the performance of certain specified Underlying Reference(s).<br><br>Please also refer to Elements C.9 above and C.15 below. |
| **C.11** | Admission to Trading | Securities issued under the Programme may be listed and admitted to trading on Euronext Paris, the Luxembourg Stock Exchange, the Italian Stock Exchange, the EuroMTF Market, Euronext Brussels, NASDAQ OMX Helsinki Ltd., the Nordic Growth Market or such other regulated market, organised market or other trading system specified in the applicable Final Terms, or may be issued on an unlisted basis. |
| **C.15** | How the value of the investment in the derivative securities is affected by the value of the underlying assets | The amount (if any) payable in respect of interest or premium amount or the amount payable or assets deliverable on redemption or settlement of the Securities may be calculated by reference to certain specified Underlying Reference(s) specified in the applicable Final Terms. |
| **C.16** | Maturity of the derivative securities | The Exercise Date or Redemption Date (in the case of W&C Securities) or the Maturity Date (in the case of Notes) of the Securities will be specified in the applicable Final Terms. |
| **C.17** | Settlement Procedure | Securities may be cash or physically settled.<br><br>In certain circumstances the Issuer, the Holder or (if applicable) the Guarantor may vary settlement in respect of the Securities. |
| **C.18** | Return on Derivative Securities | See item C.8 above for the rights attaching to the Securities.<br><br>Information on interest or premium amount in relation to the Securities is set out in Element C.9 above<br><br>***Final Redemption – Notes***<br><br>If the Securities are Notes, unless previously redeemed or purchased and cancelled, each Security will be redeemed by the Issuer on the Maturity Date:<br><br>(a) if the Securities are Cash Settled Securities, at the Final Redemption Amount as specified in the applicable Final Terms, being an amount calculated by the Calculation Agent equal to the Final Payout specified in the applicable Final Terms; or<br><br>(b) if the Securities are Physically Settled Securities, by delivery of the Entitlement, being the quantity of the Relevant Asset(s) specified in the applicable Final Terms equal to the Entitlement Amount specified in the applicable Final Terms.<br><br>***Final Redemption - Certificates***<br><br>If the Securities are Certificates, unless previously redeemed or purchased |

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| | | and cancelled, each Security entitles its holder to receive from the Issuer on the Redemption Date:<br><br>(a) in the case of Cash Settled Certificates, a Cash Settlement Amount, being an amount equal to the Final Payout specified in the applicable Final Terms; or<br><br>(b) in the case of Physically Settled Certificates, the Entitlement, being the quantity of the Relevant Assets specified in the applicable Final Terms equal to the Entitlement specified in the applicable Final Terms.<br><br>***Exercise and Settlement - Warrants***<br><br>If the Securities are Warrants, each Security entitles its holder, upon due exercise, to receive from the Issuer on the Settlement Date:<br><br>(a) in the case of Cash Settled Warrants, a Cash Settlement Amount, being an amount equal to the Final Payout specified in the applicable Final Terms; or<br><br>(b) in the case of Physically Settled Warrants, the Entitlement, being the quantity of the Relevant Assets specified in the applicable Final Terms equal to the Entitlement specified in the applicable Final Terms.<br><br>Notwithstanding the above, if the Securities are Credit Securities, redemption or settlement shall be at the amount and/or by delivery of the assets specified in the Credit Security Conditions and the applicable Final Terms.<br><br>***Final Payouts***<br><br>**ETS Final Payouts**<br><br>ETS Final Payout 1100<br><br>ETS Final Payout 1120<br><br>ETS Final Payout 1200<br><br>ETS Final Payout 1230/1<br><br>ETS Final Payout 1230/2<br><br>ETS Final Payout 1240/1<br><br>ETS Final Payout 1240/2<br><br>ETS Final Payout 1240/3<br><br>ETS Final Payout 1240/4<br><br>ETS Final Payout 1250/1 |

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| | | ETS Final Payout 1250/2<br>ETS Final Payout 1250/3<br>ETS Final Payout 1250/4<br>ETS Final Payout 1250/5<br>ETS Final Payout 1250/6<br>ETS Final Payout 1250/7<br>ETS Final Payout 1260/1<br>ETS Final Payout 1260/2<br>ETS Final Payout 1300<br>ETS Final Payout 1320/1<br>ETS Final Payout 1320/2<br>ETS Final Payout 1320/3<br>ETS Final Payout 1340/1<br>ETS Final Payout 1340/2<br>ETS Final Payout 1399<br>ETS Final Payout 2100<br>ETS Final Payout 2110/1<br>ETS Final Payout 2110/2<br>ETS Final Payout 2110/3<br>ETS Final Payout 2110/4<br>ETS Final Payout 2200/1<br>ETS Final Payout 2200/2<br>ETS Final Payout 2210<br>ETS Final Payout 2300<br>ETS Final Payout 2300/1<br>**SPS Final Payouts**<br>SPS Fixed Percentage Securities<br>SPS Reverse Convertible Securities |

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| | | SPS Reverse Convertible Standard Securities<br>Vanilla Call Securities<br>Vanilla Call Spread Securities<br>Vanilla Put Securities<br>Vanilla Put Spread Securities<br>Vanilla Digital Securities<br>Knock-in Vanilla Call Securities<br>Knock-out Vanilla Call Securities<br>Asian Securities<br>Asian Spread Securities<br>Himalaya Securities<br>Autocall Securities<br>Autocall One Touch Securities<br>Autocall Standard Securities<br>Certi plus: Booster Securities<br>Certi plus: Bonus Securities<br>Certi plus: Leveraged Securities<br>Certi plus: Twin Win Securities<br>Certi plus: Super Sprinter Securities<br>Certi plus: Generic Securities<br>Certi plus: Generic Knock-in Securities<br>Certi plus: Generic Knock-out Securities<br>Ratchet Securities<br>Sum Securities<br>Option Max Securities<br>Stellar Securities<br>Driver Securities |

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| | | **FI Payouts**<br><br>FI FX Vanilla Securities<br><br>FI Digital Floor Securities<br><br>FI Digital Cap Securities<br><br>FI Digital Plus Securities<br><br>***Entitlement Amounts***<br><br>Delivery of Worst-Performing Underlying<br><br>Delivery of Best-Performing Underlying<br><br>Delivery of the Underlying<br><br>Parity Entitlement Amount<br><br>If Delivery of Worst-Performing Underlying, Delivery of Best-Performing Underlying or Delivery of the Underlying is specified in the applicable Final Terms, the Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered and in lieu thereof the Issuer will pay an amount equal to the Rounding and Residual Amount.<br><br>***Automatic Early Redemption/Exercise***<br><br>If an Automatic Early Redemption Event (in the case of Notes or Certificates) or an Automatic Early Expiration Event (in the case of Warrants), in each case as specified in the applicable Final Terms, occurs, the Securities will be (i) in the case of Notes and Certificates, redeemed early at the Automatic Early Redemption Amount on the Automatic Early Redemption Date or (ii) in the case of Warrants, cancelled at an amount equal to the Automatic Early Expiration Payout Amount on the Automatic Early Expiration Date.<br><br>In the case of Notes, the Automatic Early Redemption Amount in respect of each nominal amount of Notes equal to the Calculation Amount will be equal to the Automatic Early Redemption Payout specified 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 specified in the applicable Final Terms relating to the Automatic Early Redemption Date.<br><br>In the case of Certificates, the Automatic Early Redemption Amount will be equal to the Automatic Early Redemption Payout specified in the applicable Final Terms or, if not set out, an amount equal to the product of (i) the Notional Amount in respect of such Certificate and (ii) the sum of the relevant Automatic Early Redemption Percentage and the relevant AER Rate specified in the applicable Final Terms relating to the Automatic Early Redemption Date. |

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| | | In the case of Warrants, the Automatic Early Expiration Payout Amount will be equal to the Automatic Early Redemption Payout specified in the applicable Final Terms.<br><br>***Automatic Early Redemption Payout***<br><br>Automatic Early Redemption Payout 2210/1<br><br>Automatic Early Redemption Payout 2210/2<br><br>Automatic Early Redemption Payout 1230/1<br><br>Automatic Early Redemption Payout 1230/2<br><br>Automatic Early Redemption Payout 1240/3<br><br>Automatic Early Redemption Payout 1250/5<br><br>Automatic Early Redemption Payout 1260/1<br><br>Automatic Early Redemption Payout 1260/2<br><br>Automatic Early Redemption Payout 1320/2<br><br>Automatic Early Redemption Payout 1340/1<br><br>Automatic Early Redemption Payout 1340/2<br><br>Automatic Early Redemption Payout 1250/2<br><br>Automatic Early Redemption Payout 1250/3<br><br>Automatic Early Redemption Payout 1240/1<br><br>Automatic Early Redemption Payout 1240/2<br><br>Automatic Early Redemption Payout 2200/1<br><br>Automatic Early Redemption Payout 2200/2<br><br>SPS Automatic Early Redemption Payout<br><br>Target Automatic Early Redemption<br><br>FI Underlying Automatic Early Redemption<br><br>FI Coupon Automatic Early Redemption<br><br>***Dual Currency Notes***<br><br>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 the Specified Exchange Rate or the Settlement Currency Exchange Rate specified in the applicable Final Terms. |

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| **C.19** | Final reference price of the Underlying | Where the amount payable in respect of interest or premium amount or the amount payable or assets deliverable on redemption or settlement of the Securities is determined by reference to one or more Underlying Reference, the final reference price of the Underlying Reference will be determined in accordance with the valuation mechanics set out in Element C.10 and Element C.18 above, as applicable. |
| **C.20** | Underlying Reference | One or more index, share, global depositary receipt ("**GDR**"), American depositary receipt ("**ADR**"), interest in an exchange traded fund, an exchange traded note, an exchange traded commodity or other exchange traded product (each an "exchange traded instrument"), debt instrument, debt futures or debt options contract, commodity and/or commodity index, inflation index, currency, fund share or unit, futures contract, underlying interest or CMS rate, preference share and/or the credit of one or more reference entities.<br><br>In respect of an Underlying Reference which is an index, the Final Terms may specify that Futures Price Valuation applies, in which case the value of the index will be determined by reference to futures or options contracts relating to such Index and the Conditions will contain adjustment provisions to take into account events in relation to the futures or options contracts.<br><br>The Underlying Reference(s) in relation to a Tranche of Securities will be specified in the applicable Final Terms. The applicable Final Terms will specify where information on the Underlying Reference(s) can be obtained. |

**Section D – Risks**

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| **D.2** | Key risks regarding the Issuers and the Guarantors | ***Issuers***<br><br>**BNPP**<br>There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Securities issued under the Programme and, if applicable, the Guarantor's obligations under the Guarantees.<br><br>Eleven main categories of risk are inherent in BNPP's activities:<br><br>(a) Credit Risk;<br><br>(b) Counterparty Credit Risk;<br><br>(c) Securitisation;<br><br>(d) Market Risk;<br><br>(e) Operational Risk;<br><br>(f) Compliance and Reputation Risk; |

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| | | (g) Concentration Risk;<br><br>(h) Banking Book Interest Rate Risk;<br><br>(i) Strategic and Business Risks;<br><br>(j) Liquidity Risk; and<br><br>(k) Insurance subscription Risk.<br><br>Difficult market and economic conditions have had and may continue to have a material adverse effect on the operating environment for financial institutions and hence on BNPP's financial condition, results of operations and cost of risk.<br><br>BNPP's access to and cost of funding could be adversely affected by a resurgence of the euro-zone sovereign debt crisis, worsening economic conditions, rating downgrades, increases in credit spreads or other factors.<br><br>Significant interest rate changes could adversely affect BNPP's revenues or profitability.<br><br>The soundness and conduct of other financial institutions and market participants could adversely affect BNPP.<br><br>BNPP may incur significant losses on its trading and investment activities due to market fluctuations and volatility.<br><br>BNPP may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns.<br><br>Protracted market declines can reduce liquidity in the markets, making it harder to sell assets and possibly leading to material losses.<br><br>Laws and regulations adopted in response to the global financial crisis may materially impact BNPP and the financial and economic environment in which it operates.<br><br>BNPP is subject to extensive and evolving regulatory regimes in the jurisdictions in which it operates.<br><br>BNPP may incur substantial fines and other administrative and criminal penalties for non-compliance with applicable laws and regulations.<br><br>There are risks related to the implementation of BNPP's strategic plan.<br><br>BNPP may experience difficulties integrating acquired companies and may be unable to realize the benefits expected from its acquisitions.<br><br>Intense competition by banking and non-banking operators could adversely affect BNPP's revenues and profitability. |

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| | | A substantial increase in new provisions or a shortfall in the level of previously recorded provisions could adversely affect BNPP's results of operations and financial condition.<br><br>Notwithstanding BNPP's risk management policies, procedures and methods, it could still be exposed to unidentified or unanticipated risks, which could lead to material losses.<br><br>BNPP's hedging strategies may not prevent losses.<br><br>BNPP's competitive position could be harmed if its reputation is damaged.<br><br>An interruption in or a breach of BNPP's information systems may result in material losses of client or customer information, damage to BNPP's reputation and lead to financial losses.<br><br>Unforeseen external events may disrupt BNPP's operations and cause substantial losses and additional costs.<br><br>**BNPP B.V.**<br><br>The following risk factors relate to BNPP B.V.: BNPP B.V. is an operating company. BNPP B.V.'s sole business is the raising and borrowing of money by issuing securities such as Notes, Warrants or Certificates or other obligations. BNPP B.V. has, and will have, no assets other than hedging agreements (OTC contracts mentioned in the Annual Reports), cash and fees payable to it, or other assets acquired by it, in each case in connection with the issue of securities or entry into other obligations related thereto from time to time. BNPP B.V. has a small equity and limited profit base. The net proceeds from each issue of Securities issued by BNPP B.V. will become part of the general funds of BNPP B.V. BNPP B.V. uses such proceeds to hedge its market risk by acquiring hedging instruments from BNP Paribas and BNP Paribas entities and/or, in the case of Secured Securities, to acquire Collateral Assets. The ability of BNPP B.V. to meet its obligations under securities issued by it will depend on the receipt by it of payments under the relevant hedging agreements. Consequently, Holders of BNPP B.V. Securities will, subject to the provisions of the relevant Guarantee issued by BNP Paribas, be exposed to the ability of BNP Paribas and BNP Paribas entities to perform their obligations under such hedging agreements.<br><br>**BGL**<br><br>The following risk factors relate to the business of BGL:<br><br>(a) Difficult market and economic conditions could in the future have a material adverse effect on the operating environment for financial institutions and hence on BGL's financial condition, results of operations and cost of risk. |

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| | | (b) Legislative action and regulatory measures taken in response to the global financial crisis may materially impact BGL and the financial and economic environment in which it operates.<br><br>(c) BGL'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 or other factors.<br><br>(d) A substantial increase in new provisions or a shortfall in the level of previously recorded provisions could adversely affect BGL's results of operations and financial condition.<br><br>(e) BGL may incur significant losses on its trading and investment activities due to market fluctuations and volatility.<br><br>(f) BGL may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns.<br><br>(g) Protracted market declines can reduce liquidity in the markets, making it harder to sell assets and possibly leading to material losses.<br><br>(h) Significant interest rate changes could adversely affect BGL's revenues or profitability.<br><br>(i) The soundness and conduct of other financial institutions and market participants could adversely affect BGL.<br><br>(j) BGL's competitive position could be harmed if its reputation is damaged.<br><br>(k) An interruption in or a breach of BGL's information systems may result in lost business and other losses.<br><br>(l) Unforeseen external events can interrupt BGL's operations and cause substantial losses and additional costs.<br><br>(m) BGL is subject to extensive and evolving regulatory regimes in the countries and regions in which it operates.<br><br>(n) Notwithstanding BGL's risk management policies, procedures and methods, it could still be exposed to unidentified or unanticipated risks, which could lead to material losses.<br><br>(o) BGL's hedging strategies may not prevent losses.<br><br>(p) Risks and uncertainties connected to the integration and optimization of the operations of BGL following its acquisition by BNP Paribas. |

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| | | (q) Intense competition in the financial services industry could adversely affect BGL revenues and profitability.<br><br>(r) Litigation or other proceedings or actions may adversely affect BGL's business, financial condition and results of operations.<br><br>(s) A deterioration of the credit rating of BNP Paribas or its debt quality could adversely affect BGL.<br><br>(t) While each of BGL's businesses manages its operational risks, these risks remain an inherent part of all of BGL's businesses.<br><br>(u) BGL has significant counterparty risk exposure and exposure to systemic risks.<br><br>(v) Uncertainty linked to fair value accounting and use of estimates.<br><br>**BP2F**<br><br>The following is a summary of some of the additional investment considerations relating to the business of BP2F:<br><br>(a) The primary credit protection for Securities issued by BP2F will derive from the guarantees given by BNPPF.<br><br>(b) 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.<br><br>(c) BP2F's ability to make payments under the Securities may depend on the operating performance of those companies to which the proceeds of the Securities are lent.<br><br>(d) 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 make payments under the Securities which it issues.<br><br>(e) During deteriorating or challenging economic conditions BP2F may find it difficult to raise further finance.<br><br>(f) Transfer pricing tax rules in Luxembourg generate additional costs, which may vary from time to time.<br><br>***Guarantors***<br><br>**BNPP**<br><br>See above in the case of BNPP. |

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| | | **BNPPF**<br><br>The following is a summary of some of the investment considerations relating to the business of BNPPF:<br><br>(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.<br><br>(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.<br><br>(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 or other factors.<br><br>(d) The soundness and conduct of other financial institutions and market participants could adversely affect BNPPF.<br><br>(e) BNPPF may incur significant losses on its trading and investment activities due to market fluctuations and volatility.<br><br>(f) 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.<br><br>(g) BNPPF may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns.<br><br>(h) BNPPF's hedging strategies may not prevent losses.<br><br>(i) Significant interest rate changes could adversely affect BNPPF's revenues or profitability.<br><br>(j) Protracted market declines can reduce liquidity in the markets, making it harder to sell assets and possibly leading to material losses.<br><br>(k) Notwithstanding BNPPF's risk management policies, procedures and methods, it could still be exposed to unidentified or unanticipated risks, which could lead to material losses.<br><br>(l) While each of BNPPF's businesses manages its operational risks, these risks remain an inherent part of all of BNPPF's businesses. |

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| | | (m) BNPPF has significant counterparty risk exposure and exposure to systemic risks.<br><br>(n) BNPPF's competitive position could be harmed if its reputation is damaged.<br><br>(o) An interruption in or a breach of BNPPF's information systems may result in lost business and other losses.<br><br>(p) Litigation or other proceedings or actions may adversely affect BNPPF's business, financial condition and results of operations.<br><br>(q) Uncertainty linked to fair value accounting and use of estimates.<br><br>(r) A deterioration of the credit rating of BNP Paribas of its debt quality could adversely affect BNPPF<br><br>(s) Unforeseen external events can interrupt BNPPF's operations and cause substantial losses and additional costs.<br><br>(t) BNPPF is subject to extensive and evolving regulatory regimes in the countries and regions in which it operates.<br><br>(u) Intense competition in the financial services industry could adversely affect BNPPF revenues and profitability. |
| **D.3** | Key risks regarding the Securities | There are certain factors which are material for the purposes of assessing the market risks associated with Securities issued under the Programme, including that (i) the Securities (other than Secured Securities) are unsecured obligations, (ii) Securities including leverage involve a higher level of risk and whenever there are losses on such Securities those losses may be higher than those of a similar security which is not leveraged; (iii) Bull and Bear Certificates (ETS payout 2300) and Bull and Bear Warrants (ETS payout 2300/1) are designed for short term trading only because they are valued on the basis of their compounded daily performance; (iv) the trading price of the Securities is affected by a number of factors including, but not limited to, (in respect of Securities linked to an Underlying Reference) 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 Securities may be below the Final Redemption Amount or Cash Settlement Amount or value of the Entitlement, (v) exposure to the Underlying Reference in many cases will be achieved by the relevant Issuer entering into hedging arrangements and, in respect of Securities 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 Securities, (vi) the collateral associated with one or more series of Secured Securities may be insufficient to remove a Holder's credit risk on the Issuer, (vii) that the Securities may have a minimum trading amount and if, following the transfer of any Securities, a Holder holds fewer Securities than the specified minimum |

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| | | trading amount, such Holder will not be permitted to transfer their remaining Securities prior to expiration or redemption, as applicable, without first purchasing enough additional Securities in order to hold the minimum trading amount, (viii) limitations on the exercise of Warrants may mean that a Holder is not able to exercise all the Warrants that it desires to exercise on a particular date where the Issuer has the option to limit the number of Warrants exercisable on any date or may be required to sell or purchase Warrants (incurring transaction costs in each case) in order to realise its investment where a minimum number of Warrants must be exercised, (ix) in the case of Warrants, changes in the Cash Settlement Amount during the time lag between a Holder giving instructions to exercise and determination of the Cash Settlement Amount could decrease the Cash Settlement Amount, (x) if so indicated in the Final Terms the Issuer may, in its sole and absolute discretion, elect to vary the settlement of the Securities, (xi) Open End Certificates and OET Certificates do not have any pre-determined maturity and may be redeemed on any date determined by the relevant Issuer, in its sole and absolute discretion and investment in such Open End Certificates and OET Certificates entails additional risks compared with other Certificates due to the fact that the redemption date cannot be determined by the investor, (xii) settlement may be postponed following the occurrence or existence of a Settlement Disruption Event and, in these circumstances, the Issuer may pay a Disruption Cash Settlement Price (which may be less than the fair market value of the Entitlement) in lieu of delivering the Entitlement, (xiii) the occurrence of an additional disruption event or optional additional disruption event may lead to an adjustment to the Securities, cancellation (in the case of Warrants) or early redemption (in the case of Notes and Certificates) 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 Securities, (xiv) in certain circumstances, settlement may be postponed or made in USD if the Settlement Currency specified in the applicable Final Terms is not freely transferable, convertible or deliverable, (xv) expenses and taxation may be payable in respect of the Securities, (xvi) the Securities may be cancelled (in the case of Warrants) or redeemed (in the case of Notes and Certificates) in the case of illegality or impracticability and such cancellation or redemption may result in an investor not realising a return on an investment in the Securities, (xvii) the meetings of Holders provisions permit defined majorities to bind all Holders, (xviii) any judicial decision or change to an administrative practice or change to English law or French law, as applicable, after the date of the Base Prospectus could materially adversely impact the value of any Securities affected by it, (xix) 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 Securities, (xx) certain conflicts of interest may arise (see Element E.4 below), (xxi), the only means through which a Holder can realise value from the Security prior to its Exercise Date, Maturity Date or Redemption Date, as applicable, is to sell it at its then market price in an |

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| | | available secondary market and that there may be no secondary market for the Securities (which could mean that an investor has to exercise or wait until redemption of the Securities to realise a greater value than its trading value), (xxii) an active secondary market may never be established or may be illiquid and this may adversely affect the value at which an investor may sell its Securities (investors may suffer a partial or total loss of the amount of their investment). For certain issues of Securities, BNP Paribas Arbitrage S.N.C. is required to act as market-maker. In those circumstances, BNP Paribas Arbitrage S.N.C. will endeavour to maintain a secondary market throughout the life of the Securities, subject to normal market conditions and will submit bid and offer prices to the market. The spread between bid and offer prices may change during the life of the Securities. However, during certain periods, it may be difficult, impractical or impossible for BNP Paribas Arbitrage S.N.C. to quote bid and offer prices, and during such periods, it may be difficult, impracticable or impossible to buy or sell these Securities. This may, for example, be due to adverse market conditions, volatile prices or large price fluctuations, a large marketplace being closed or restricted or experiencing technical problems such as an IT system failure or network disruption. In certain circumstances at the commencement of an offer period in respect of Securities but prior to the issue date, certain specific information (specifically the fixed Rate of Interest, Minimum Interest Rate and/or Maximum Interest Rate payable, the Margin applied to the floating rate of interest payable, the Gearing applied to the interest or final payout, the Gearing Up applied to the final payout, (in the case of Autocall Securities, Autocall One Touch Securities or Autocall Standard Securities) the FR Rate component of the final payout (which will be payable if certain conditions are met, as set out in the Payout Conditions), the AER Exit Rate used if an Automatic Early Redemption Event occurs, the Bonus Coupon component of the final payout (in the case of Vanilla Digital Securities), any Constant Percentage (being any of Constant Percentage, Constant Percentage 1, Constant Percentage 2, Constant Percentage 3 or Constant Percentage 4) component of the final payout (which will be payable if certain conditions are met, as set out in the Payout Conditions) and/or the Knock-in Level and/or Knock-out Level used to ascertain whether a Knock-in Event or Knock-out Event, as applicable, has occurred) may not be known but the Final Terms will specify an indicative range. In these circumstances, prospective investors will be required to make their decision to purchase Securities on the basis of that range prior to the actual Rate of Interest, Minimum Interest Rate, Maximum Interest Rate, Margin, Gearing, Gearing Up, FR Rate, AER Exit Rate, Bonus Coupon, any Constant Percentage, Knock-in Level and/or Knock-out Level, as applicable, which will apply to the Securities being notified to them. Notice of the actual rate, level or percentage, as applicable, will be published in the same manner as the publication of the Final Terms. |

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| | | There are specific risks applicable to 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 payment of principal and/or interest, 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 where a pre-determined rate of exchange is applicable, that the market price of such Notes may be volatile, 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, and that Holders may, in circumstances where it is not possible to make payments of principal and/or interest in the Settlement Currency, receive no interest and they may lose all or a substantial portion of their principal.<br><br>In addition, there are specific risks in relation to Securities which are linked to an Underlying Reference (including Hybrid Securities) and an investment in such Securities will entail significant risks not associated with an investment in a conventional debt security. Risk factors in relation to Underlying Reference linked Securities include: (i) in the case of Index Securities, exposure to one or more index, adjustment events and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Securities (ii) in the case of Share Securities, exposure to one or more share, similar market risks to a direct equity investment, global depositary receipt ("**GDR**") or American depositary receipt ("**ADR**"), potential adjustment events or extraordinary events affecting shares and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Securities, (iii) in the case of Commodity Securities, exposure to one or more commodity and/or commodity index, similar market risks to a direct commodity investment, market disruption and adjustment events which may have an adverse effect on the value or liquidity of the Securities, delays to the determination of the final level of a commodity index resulting in delays to the payment of the Cash Settlement Amount, Redemption Amount, Final Redemption Amount, as applicable, (iv) in the case of ETI Securities, exposure to one or more interests in an exchange traded fund, exchange traded note, exchange traded commodity or other exchange traded product (each an "**exchange traded instrument**"), similar market risks to a direct exchange traded instrument investment, that the amount payable on ETI Securities may be less and in certain circumstances may be significantly less than the return from a direct investment in the relevant ETI(s), potential adjustment events or extraordinary events affecting exchange traded instruments and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Securities, (v) in |

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| | | the case of Inflation Index Securities, exposure to an inflation index and adjustments (vi) in the case of Currency Securities, exposure to a currency, similar market risks to a direct currency investment and market disruption (vii) in the case of Fund Securities, exposure to a fund share or unit, similar risks to a direct fund investment, that the amount payable on Fund Securities may be less than the amount payable from a direct investment in the relevant Fund(s), extraordinary fund events which may have an adverse effect on the value or liquidity of the Securities (viii) in the case of Futures Securities, exposure to a futures contract, similar market risks to a direct futures contract investment, market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Securities (ix) in the case of Credit Securities, exposure to the credit of one or more reference entities (x) in the case of Underlying Interest Rate Securities, exposure to an underlying interest or CMS rate, (xi) in the case of Preference Share Certificates, exposure to a preference share and preference share issuer, that investors risk losing all or a part of their investment if the value of the preference shares does not move in the anticipated direction, that the Preference Share Certificates may be early redeemed in certain circumstances, (xii) in the case of Debt Securities, exposure to a debt instrument, similar market risks to a direct debt instrument investment and market disruption, (xiii) in the case of Debt Securities or Index Securities where Futures Price Valuation is applicable, exposure to a futures or options contract relating to a synthetic debt instrument (in the case of Debt Securities) or an index (in the case of Index Securities), similar market risks to a direct investment in such futures or options contract and market disruption and (ix) that unless otherwise specified in the applicable Final Terms the Issuer will not provide post-issuance information in relation to the Underlying Reference.<br><br>Furthermore there are specific risks in relation to Securities 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). Securities traded in emerging or developing countries tend to be less liquid and the prices of such securities more volatile. There are also specific risks in relation to Dynamic Securities which are intrinsically more complex making their evaluation difficult in terms of risk at the time of the purchase as well as thereafter.<br><br>In certain circumstances (including, without limitation, as a result of restrictions on currency convertibility and/or transfer restrictions), it may not be possible for the Issuer to make payments in respect of the Securities in the Settlement Currency specified in the applicable Final Terms. In these circumstances, the payment of principal and/or interest may occur at a |

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| | | different time and/or made in USD and the market price of such Securities may be volatile.<br><br>In certain circumstances Holders may lose the entire value of their investment.<br><br>In respect of an issue of Securities, further risks relevant to such Securities which are set out in the "Risk Factors" section of the Base Prospectus may be summarised in the relevant issue specific summary annexed to the applicable Final Terms. |
| **D.6** | Risk warning | See Element D.3 above.<br><br>In the event of the insolvency of an Issuer or if it is otherwise unable or unwilling to repay the Securities when repayment falls due, an investor may lose all or part of his investment in the Securities. If the Securities are guaranteed and the Guarantor is unable or unwilling to meet its obligations under the Guarantee when due, an investor may lose all or part of his investment in the Securities. In addition, in the case of Securities linked to an Underlying Reference, investors may lose all or part of their investment in the Securities as a result of the terms and conditions of those Securities. |

**Section E – Offer**

| Element | Title | |
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| **E.2b** | Reasons for the offer and use of proceeds | *In the case of Securities issued by BNPP B.V., or BNPP:*<br><br>The net proceeds from the issue of the Securities will become part of the general funds of the Issuer. Such proceeds may be used to maintain positions in options or futures contracts or other hedging instruments.<br><br>*In the case of Securities issued by BP2F:*<br><br>The net proceeds from each issue of Securities by BP2F will be applied by BP2F for its general corporate purposes. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.<br><br>*In the case of Securities issued by BGL:*<br><br>The net proceeds from the issue of the Securities will be applied by the Issuer for its general corporate purposes, which include making a profit. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms. |
| **E.3** | Terms and conditions of the offer | Under the programme, the Securities may be offered to the public in a Non-Exempt Offer in Belgium, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Portugal, Spain, Sweden, The Czech Republic and The United Kingdom. |

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| | | The terms and conditions of each offer of Securities will be determined by agreement between the Issuer and the relevant Managers at the time of issue and specified in the applicable Final Terms. An Investor intending to acquire or acquiring any Securities in a Non-exempt Offer from an Authorised Offeror will do so, and offers and sales of such Securities 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. |
| **E.4** | Interest of natural and legal persons involved in the issue/offer | The relevant Managers may be paid fees in relation to any issue of Securities under the Programme. Any such Manager 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, the Issuer and the Guarantor (if any) and their affiliates in the ordinary course of business.<br><br>Various entities within the BNPP Group (including the Issuers and Guarantors) and Affiliates may undertake different roles in connection with the Securities, including Issuer of the Securities, Calculation Agent of the Securities, issuer, sponsor or calculation agent of the Underlying Reference(s) and may also engage in trading activities (including hedging activities) relating to the Underlying Reference and other instruments or derivative products based on or relating to the Underlying Reference which may give rise to potential conflicts of interest.<br><br>The Calculation Agent or Collateral Calculation Agent may be an Affiliate of the relevant Issuer or Guarantor (if any) and potential conflicts of interest may exist between the Calculation Agent and holders of the Securities.<br><br>The Issuers, Guarantors and their Affiliates may also issue other derivative instruments in respect of the Underlying Reference and may act as underwriter in connection with future offerings of shares or other securities relating to an issue of Securities 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.<br><br>In respect of ETI Securities and Fund Securities, the relevant Issuer or one or more of its Affiliates may from time to time engage in business with the relevant ETI or Fund, as the case may be, or companies in which an ETI or Fund, as the case may be, invests and may be paid for the provision of such services. This business could present certain conflicts of interest.<br><br>In respect of Preference Share Linked Securities, in addition to providing calculation agency services to the Preference Share Issuer, BNP Paribas Arbitrage S.N.C. or any of its Affiliates, may perform further or alternative roles relating to the Preference Share Issuer and any other series of preference shares and may contract with the Preference Share Issuer and/or enter into transactions which relate to the Preference Share Issuer, the preference shares or any of the underlying reference assets and as a result BNP Paribas |

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| | | Arbitrage S.N.C. may face a conflict between its obligations as Preference Share Calculation Agent and its and/or its affiliates' interests in other capacities. |
| **E.7** | Expenses charged to the investor by the Issuer | It is not anticipated that the Issuer will charge any expenses to investors in connection with any issue of Securities under the Programme. |

**PRO FORMA ISSUE SPECIFIC SUMMARY OF THE PROGRAMME IN RELATION TO THIS BASE PROSPECTUS**

*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 this type of Securities[,][ and] Issuer[ and Guarantor]. 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 the summary because of the type of Securities[,][ and] Issuer[ and Guarantor(s)], 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 | Title | |
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| **A.1** | Warning that the summary should be read as an introduction and provision as to claims | • **This summary should be read as an introduction to the Base Prospectus and the applicable Final Terms. In this summary, unless otherwise specified and except as used in the first paragraph of Element D.3, "Base Prospectus" means the Base Prospectus of BNPP B.V., BNPP, BP2F, BNPPF and BGL dated 9 June 2015 as supplemented from time to time. In the first paragraph of Element D.3, "Base Prospectus" means the Base Prospectus of BNPP B.V., BNPP, BP2F, BNPPF and BGL dated 9 June 2015.**<br>• **Any decision to invest in any Securities should be based on a consideration of the Base Prospectus as a whole, including any documents incorporated by reference and the applicable Final Terms.**<br>• **Where a claim relating to information contained in the Base Prospectus and the applicable Final Terms is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus and the applicable Final Terms before the legal proceedings are initiated.**<br>• **No civil liability will attach to the Issuer [or the Guarantor] in any such Member State solely on the basis of this summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus and the applicable Final Terms or, following the implementation of the relevant provisions of Directive 2010/73/EU in the relevant Member State, it does not provide, when read together with the other parts of the Base Prospectus and the applicable Final Terms, key information (as defined in Article 2.1(s) of the Prospectus Directive) in order to aid investors when considering whether to invest in the Securities.** |

| Element | Title | |
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| **A.2** | Consent as to use the Base Prospectus, period of validity and other conditions attached | [Not applicable – the Securities are not being offered to the public as part of a Non-exempt Offer.]<br><br>[*Consent:* Subject to the conditions set out below, the Issuer consents to the use of the Base Prospectus in connection with a Non-exempt Offer of Securities by the Managers[, [*names of specific financial intermediaries listed in final terms*],] [and] [each financial intermediary whose name is published on [BNPP's website (https://rates-globalmarkets.bnpparibas.com /gm/Public/LegalDocs.aspx)] [BGL's website (www.bgl.lu)][BP2F's website (www.bp2f.lu) and BNPPF's website (www.bnpparibasfortis.be/emissions)] 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 2004/39/EC) and publishes on its website the following statement (with the information in square brackets being completed with the relevant information):<br><br>"*We, [insert legal name of financial intermediary], refer to the offer of [insert title of relevant Securities] (the "**Securities**") described in the Final Terms dated [insert date] (the "**Final Terms**) published by [ ] (the "**Issuer**"). In consideration of the Issuer offering to grant its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Securities in [specify Member State(s)] during the Offer Period and subject to the other conditions to such consent, each as specified in the Base Prospectus, we hereby accept the offer by the Issuer in accordance with the Authorised Offeror Terms (as specified in the Base Prospectus) and confirm that we are using the Base Prospectus accordingly."*.]<br><br>*Offer period:* The Issuer's consent referred to above is given for Non-exempt Offers of Securities during [*offer period for the issue to be specified here*] (the "**Offer Period**").<br><br>*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 the Base Prospectus to make Non-exempt Offers of the relevant Tranche of Securities in [*specify each Relevant Member State in which the particular Tranche of Securities can be offered*].<br><br>**AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY SECURITIES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH SECURITIES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE RELEVANT INFORMATION** |

| Element | Title | |
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| | | **WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER.]** |

**Section B - Issuer [and Guarantor]**

| Element | Title | |
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| **B.1** | Legal and commercial name of the Issuer | [*Insert where BNPP B.V. is the Issuer:* BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**" or the "**Issuer**").]<br><br>[*Insert where BNPP is the Issuer:* BNP Paribas ("**BNPP**", the "**Bank**" or the "**Issuer**").]<br><br>[*Insert where BGL is the Issuer:* BGL BNP Paribas ("**BGL**" or the "**Issuer**").]<br><br>[*Insert where BP2F is the Issuer:* BNP Paribas Fortis Funding ("**BP2F**" or the "**Issuer**").] |
| **B.2** | Domicile/ legal form/ legislation/ country of incorporation | [*Insert where BNPP B.V. is the Issuer:*<br><br>The Issuer was incorporated in the Netherlands as a private company with limited liability under Dutch law having its registered office at Herengracht 537, 1017 BV Amsterdam, the Netherlands.]<br><br>[*Insert where BNPP is the Issuer:*<br><br>The Issuer was incorporated in France as a *société anonyme* under French law and licensed as a bank having its head office at 16, boulevard des Italiens – 75009 Paris, France.]<br><br>[*Insert where BGL is the Issuer:*<br><br>The Issuer was incorporated with limited liability under the laws of the Grand Duchy of Luxembourg having its registered office at 50 avenue J.F. Kennedy, L-2951 Luxembourg, Grand Duchy of Luxembourg.]<br><br>[*Insert where BP2F is the Issuer:*<br><br>The Issuer was incorporated as a *société anonyme* under the laws of the Grand Duchy of Luxembourg and has its registered office at 19, rue Eugène Ruppert L-2453 Luxembourg, Grand Duchy of Luxembourg.] |
| **B.4b** | Trend Information | [*Insert where BNPP is the Issuer*:<br><br>***Macroeconomic risk.***<br><br>Macroeconomic and market conditions affect BNPP's results. The nature of BNPP's business makes it particularly sensitive to macroeconomic and market conditions in Europe, which have been difficult and volatile in recent years. |

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| | | In 2014, the global economy continued its slow recovery but there remain uncertainties, in particular in Europe where the economic performance during the second half of 2014 was weaker than expected. IMF and OECD[5] economic forecasts for 2015 indicate a continuation of moderate growth in developed economies but with differences between countries, including in the euro-zone, where growth is forecast to be weak in certain countries (including France and Italy). The forecast is similar for emerging markets (i.e., moderate growth but with areas of weakness). Short term risks to macroeconomic growth highlighted by the IMF include heightened geopolitical tensions and increased financial market volatility; medium-term risks highlighted include weak economic growth or stagnation in developed countries. Deflation remains a risk in the euro-zone, although the risk has been reduced through the ECB's announcement of non-conventional policy measures.<br><br>***Legislation and Regulation applicable to Financial Institutions.***<br><br>Laws and regulations applicable to financial institutions that have an impact on BNPP have significantly evolved. The measures that have been proposed and/or adopted in recent years include more stringent capital and liquidity requirements (particularly for large global banking groups such as the BNPP Group), taxes on financial transactions, restrictions and taxes on employee compensation, limits on the types of activities that commercial banks can undertake and ring-fencing or even prohibition of certain activities considered as speculative within separate subsidiaries, restrictions on certain types of financial products, increased internal control and reporting requirements, more stringent conduct of business rules, mandatory clearing and reporting of derivative transactions, requirements to mitigate risks in relation to over-the-counter derivative transactions and the creation of new and strengthened regulatory bodies. The measures that were recently adopted, or that are (or whose implementation measures are) in some cases proposed and still under discussion, that have affected or are likely to affect BNPP, include in particular the French Ordinance of 27 June 2013 relating to credit institutions and financing companies ("*Sociétés de financement*"), which came into force on 1 January 2014, the French banking law of 26 July 2013 on the separation and regulation of banking activities and the related implementing decrees and orders and the Ordinance of 20 February 2014 for the adaptation of French law to EU law with respect to financial matters; the Directive and Regulation of the European Parliament and of the Council on prudential requirements "CRD 4/CRR" dated 26 June 2013 (and the related delegated and implementing acts) and many of whose provisions have been applicable since January 1, 2014; the regulatory and implementing technical standards relating to the Directive and Regulation CRD 4/CRR published by the European Banking Authority; the designation of BNPP as a systemically important financial institution by the Financial Stability Board and the consultation for a common international standard on total loss-absorbing capacity ("**TLAC**") for global systemically |

[5] See in particular: International Monetary Fund. World Economic Outlook (WEO) Update, January 2015: Gross Currents; International Monetary Fund. 2014; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014); OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014

| Element | Title | |
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| | | important banks; the public consultation for the reform of the structure of the EU banking sector of 2013 and the proposal for a Regulation of the European Parliament and of the Council of 29 January 2014 on structural measures to improve the resilience of EU credit institutions; the proposal for a Regulation of the European Parliament and of the Council of 18 September 2013 on indices used as benchmarks in financial instruments and financial contracts; the Regulation of the European Parliament and of the Council of 16 April 2014 on market abuse and the Directive of the European Parliament and of the Council of 16 April 2014 on criminal sanctions for market abuse; the Directive and the Regulation of the European Parliament and of the Council on markets in financial instruments of 15 May 2014; the European Single Supervisory Mechanism led by the European Central Bank adopted in October 2013 (Council Regulation of October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions and the Regulation of the European Parliament and of the Council of 22 October 2013 establishing a European Supervisory Authority as regards the conferral of specific tasks on the European Central Bank (and the related delegated and implementing acts)), as well as the related French Ordinance of 6 November 2014 for the adaptation of French law to the single supervisory mechanism of the credit institutions; the Directive of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes, which strengthens the protection of citizens' deposits in case of bank failures (and the related delegated and implementing acts); the Directive 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, which harmonizes the tools to address potential bank crises; the Single Resolution Mechanism adopted by the European Parliament on 15 April 2014 (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 and a single resolution fund, and the related delegated and implementing acts), which provides for the establishment of a Single Resolution Board as the authority in charge of the implementation of the Single Resolution Mechanism and the establishment of the Single Resolution Fund; the Delegated Regulation on the provisional system of instalments on contributions to cover the administrative expenditures of the Single Resolution Board during the provisional period adopted by the European Commission on 8 October 2014, the implementing Regulation of the Council of 19 December 2014 specifying uniform conditions for the ex-ante contribution to the Single Resolution Fund; the U.S. Federal Reserve's final rule imposing enhanced prudential standards on the U.S. operations of large foreign banks; the "Volcker Rule" imposing certain restrictions on investments in or sponsorship of hedge funds and private equity funds and proprietary trading activities of U.S. banks and non-U.S. banks adopted by the U.S. regulatory authorities in December 2013; and the final U.S. credit risk retention rule adopted on 22 October 2014. More generally, regulators and legislators in any country may, at any time, implement new or different measures that could have a significant impact on |

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| | | the financial system in general or BNPP in particular.]<br><br>[*Insert where BP2F is the Issuer:*<br><br>***Macro-economic environment***<br><br>Market and macroeconomic conditions affect BP2F's results. The nature of BP2F's business makes it particularly sensitive to market and macroeconomic conditions in Europe, which have been difficult and volatile in recent years.<br><br>In 2014, the global economy continued its slow recovery but there remain uncertainties, in particular in Europe where the economic performance during the second half of 2014 was weaker than expected. IMF and OECD[6] economic forecasts for 2015 indicate a continuation of moderate growth in developed economies but with differences between countries, including in the euro-zone, where growth is forecast to be weak in certain countries (including France and Italy). The forecast is similar for emerging markets (i.e., moderate growth but with areas of weakness). Short term risks to macroeconomic growth highlighted by the IMF include heightened geopolitical tensions and increased financial market volatility; medium-term risks highlighted include weak economic growth or stagnation in developed countries. Deflation remains a risk in the euro-zone, although the risk has been reduced through the ECB's announcement of non-conventional policy measures.<br><br>BP2F is dependent upon BNPPF. BP2F is 99.995% owned by BNPPF and is specifically involved in the issuance of Notes, Warrants or Certificates 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 of BNPPF shall also apply to BP2F. BP2F may also enter into hedging transactions with third parties not belonging to the BNP Paribas Group.]<br><br>[*Insert where BGL is the Issuer:*<br><br>***Macro-economic environment***<br><br>Market and macroeconomic conditions affect BGL's results. The nature of BGL's business makes it particularly sensitive to market and macroeconomic conditions in Europe, which have been difficult and volatile in recent years.<br><br>In 2014, the global economy continued its slow recovery but there remain uncertainties, in particular in Europe where the economic performance during the second half of 2014 was weaker than expected. IMF and OECD[7] economic forecasts for 2015 indicate a continuation of moderate growth in developed economies but with differences between countries, including in the euro-zone, |

[6] See in particular: International Monetary Fund. World Economic Outlook (WEO) Update, January 2015: Gross Currents; International Monetary Fund. 2014; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014); OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014

[7] See in particular: International Monetary Fund. World Economic Outlook (WEO) Update, January 2015: Gross Currents; International Monetary Fund. 2014; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014); OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014

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| | | where growth is forecast to be weak in certain countries (including France and Italy). The forecast is similar for emerging markets (i.e., moderate growth but with areas of weakness). Short term risks to macroeconomic growth highlighted by the IMF include heightened geopolitical tensions and increased financial market volatility; medium-term risks highlighted include weak economic growth or stagnation in developed countries. Deflation remains a risk in the euro-zone, although the risk has been reduced through the ECB's announcement of non-conventional policy measures.<br><br>***Laws and Regulations Applicable to Financial Institutions***<br><br>Laws and regulations applicable to financial institutions that have an impact on BGL have significantly evolved in the wake of the global financial crisis. The measures that have been proposed and/or adopted in recent years include more stringent capital and liquidity requirements (particularly for large global banking groups such as the BNP Paribas Group), taxes on financial transactions, restrictions and taxes on employee compensation, limits on the types of activities that commercial banks can undertake and ring-fencing or even prohibition of certain activities considered as speculative within separate subsidiaries, restrictions on certain types of financial products, increased internal control and reporting requirements, more stringent conduct of business rules, mandatory clearing and reporting of derivative transactions, requirements to mitigate risks in relation to over-the-counter derivative transactions and the creation of new and strengthened regulatory bodies. The measures that were recently adopted, or in some cases proposed and still under discussion, that have or are likely to affect BGL, include in particular Directive 2013/36/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms (the "**CRD IV**") and Regulation (EU) No 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) No 648/2012 (the CRR) on prudential requirements (the so-called "**CRD IV package**") dated 26 June 2013. Most of the provisions of the Regulation CRR are applicable since 1 January 2014 (as described in the CSSF Circular 14/583 relating to the entry into force of the CRR), supplemented by CSSF Regulation N°14-01 on the implementation of certain discretions contained in Regulation (EU) n° 575/2013 and by technical regulatory and execution rules relating to the Directive CRD IV and Regulation CRR published by the EBA; ; the public consultation for the reform of the structure of the EU banking sector of 2013 and the European Commission's proposed regulation on structural measures designed to improve the strength of EU credit institutions of 29 January 2014; the proposal for a regulation on indices used as benchmarks in financial instruments and financial contracts; the European single supervisory mechanism; the European proposal for a single resolution mechanism and the proposal for a European Directive on bank recovery and resolution; the Council Regulation (EU) No 1024/2013 (the SSM Regulation) establishing the Single Supervisory Mechanism (SSM) and Regulation (EU) No 468/2014 of the ECB dated 16 April 2014 establishing the framework for cooperation |

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| | | within the Single Supervisory Mechanism between the European Central Bank and national competent authorities and with national designated authorities (the SSM Framework Regulation); the EU Directive 2014/49/EU of 16 April 2014 on deposit guarantee scheme; the final rule for the regulation of foreign banks imposing certain liquidity, capital and other prudential requirements adopted by the U.S. Federal Reserve; the proposal of the U.S. Federal Reserve relating to liquidity ratios of large banks; and the "Volcker" Rule imposing certain restrictions on investments in or sponsorship of hedge funds and private equity funds and proprietary trading activities (of U.S. banks and to some extent non-U.S. banks) that was recently adopted by the U.S. regulatory authorities. More generally, regulators and legislators in any country may, at any time, implement new or different measures that could have a significant impact on the financial system in general or BGL in particular.]<br><br>[*Insert where BNPP B.V, is the Issuer:*<br><br>BNPP B.V. is dependent upon BNPP. BNPP B.V. is a wholly owned subsidiary of BNPP specifically involved in the issuance of securities such as Notes, Warrants or Certificates or other obligations which are developed, setup and sold to investors by other companies in the BNPP Group (including BNPP). The securities are hedged by acquiring hedging instruments from BNP Paribas and BNP Paribas entities as described in Element D.2 below. As a consequence, the Trend Information described with respect to BNPP shall also apply to BNPP B.V.] |
| **B.5** | Description of the Group | [*Insert where BNPP B.V. is the Issuer:* BNPP B.V. is a wholly owned subsidiary of BNP Paribas. BNP Paribas is the ultimate holding company of a group of companies and manages financial operations for those subsidiary companies (together the "**BNPP Group**").]<br><br>[*Insert where BNPP is the Issuer*: 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 75 countries and has almost 188,000 employees, including over 147,000 in Europe. BNPP is the parent company of the BNP Paribas Group (the "**BNPP Group**").]<br><br>[*Insert where BGL is the Issuer:* BGL is a subsidiary of BNP Paribas Fortis SA/NV which is in turn a subsidiary of BNP Paribas. BNP Paribas is the ultimate holding company of a group of companies and manages financial operations for those subsidiary companies (together the "**BNPP Group**").]<br><br>[*Insert where BP2F is the Issuer:* BNP Paribas Fortis Funding is a subsidiary of BNP Paribas Fortis SA/NV and acts as a financing vehicle for BNP Paribas Fortis SA/NV and the companies controlled by BNP Paribas Fortis SA/NV. BNP Paribas Fortis SA/NV is in turn a subsidiary of BNP Paribas which is the ultimate holding company of a group of companies and manages financial operations for those subsidiary companies (together the "**BNPP Group**").] |

<table>
<tr><th>Element</th><th>Title</th><th></th></tr>
<tr><td>B.9</td><td>Profit forecast or estimate</td><td>The Group's 2014-2016 business development plan confirms the universal bank business model. The goal of the 2014-2016 business development plan is to support clients in a changing environment.<br><br>The Group has defined the five following strategic priorities for 2016:<br><br>• enhance client focus and services<br><br>• simple: simplify our organisation and how we operate<br><br>• efficient: continue improving operating efficiency<br><br>• adapt certain businesses to their economic and regulatory environment<br><br>• implement business development initiatives,<br><br>The Bank continues to implement its 2014-2016 development plan in a low interest rate context and has to take into account additional taxes and regulations.</td></tr>
<tr><td>B.10</td><td>Audit report qualifications</td><td>[Not applicable, there are no qualifications in any audit report on the historical financial information included in the Base Prospectus.][The audit report on the historical financial information included in the Base Prospectus contains the following qualification(s): [describe qualification(s)]]</td></tr>
<tr><td>B.12</td><td colspan="2">Selected historical key financial information:<br><br>[Insert where BNPP B.V. is the Issuer:<br><br>Comparative Annual Financial Data - In EUR
<table>
<tr><th></th><th>31/12/2014</th><th>31/12/2013</th></tr>
<tr><td>Revenues</td><td>432,263</td><td>397,608</td></tr>
<tr><td>Net income, Group share</td><td>29,043</td><td>26,749</td></tr>
<tr><td>Total balance sheet</td><td>64,804,833,465</td><td>48,963,076,836</td></tr>
<tr><td>Shareholders' equity (Group share)</td><td>445,206</td><td>416,163]</td></tr>
</table>
[Insert where BNPP is the Issuer:<br><br>Comparative Annual Financial Data - In millions of EUR
<table>
<tr><th></th><th>31/12/2014 (audited)</th><th>31/12/2013* (audited)</th></tr>
<tr><td>Revenues</td><td>39,168</td><td>37,286</td></tr>
<tr><td>Cost of risk</td><td>(3,705)</td><td>(3,643)</td></tr>
<tr><td>Net income, Group share</td><td>157</td><td>4,818</td></tr>
<tr><td colspan="3">* Restated following the application of accounting standards IFRS10, IFRS11 and IAS32 revised</td></tr>
<tr><th></th><th>31/12/2014</th><th>31/12/2013*</th></tr>
</table></td></tr>
</table>

| Element | Title | | |
|---|---|---|---|
| | Common Equity Tier 1 ratio (Basel 3 fully loaded, CRD4) | 10.3% | 10.3% |
| | | **31/12/2014 (audited)** | **31/12/2013* (audited)** |
| | Total consolidated balance sheet | 2,077,759 | 1,810,522 |
| | Consolidated loans and receivables due from customers | 657,403 | 612,455 |
| | Consolidated items due to customers | 641,549 | 553,497 |
| | Shareholders' equity (Group share) | 89,410 | 87,433 |
| | ** Restated following the application of accounting standards IFRS10, IFRS11 and IAS32 revised* | | |
| | **Comparative Interim Financial Data – In millions of EUR** | | |
| | | **1Q15** | **1Q14*** |
| | Revenues | 11,065 | 9,911 |
| | Cost of risk | (1,044) | (1,084) |
| | Net income, Group share | 1,648 | 1,403 |
| | | **31/03/2015** | **31/12/2014*** |
| | Common equity Tier 1 ratio (Basel 3 fully loaded, CRD4) | 10.3% | 10.3% |
| | Total consolidated balance sheet | 2,392,177 | 2,077,758 |
| | Consolidated loans and receivables due from customers | 696,737 | 657,403 |
| | Consolidated items due to customers | 688,645 | 641,549 |
| | Shareholders' equity (Group share) | 93,921 | 89,458 |
| | ** Restated according to the IFRIC 21 interpretation*] | | |
| | [*Insert where BGL is the Issuer:*<br><br>**Comparative Annual Financial Data - In millions of EUR** | | |
| | | **31/12/2014** | **31/12/2013*** |
| | Revenues | 1,346.8 | 1,315.9 |
| | Cost of risk | (35.7) | (21.5) |

| Element | Title | | |
|---|---|---|---|
| | Net Income, Group share | 342.5 | 336.9 |
| | Common Equity Tier 1 Ratio | 22.4% | 25.7% |
| | Tier 1 Ratio | 22.4% | 25.7% |
| | Total consolidated balance sheet | 41,096.9 | 40,224.5 |
| | Consolidated loans and receivables due from customers | 24,570.8 | 24,990.2 |
| | Consolidated items due to customers | 19,780.7 | 19,467.0 |
| | Shareholder equity (Group share) | 6,082.9 | 5,701.5 |
| | ** Restated following the application of accounting standard IFRS 11*] | | |
| | [*Insert where BP2F is the Issuer:* | | |
| | **Comparative Annual Financial Data:** | | |
| | | **31/12/2014** | **31/12/2013** |
| | | EUR | EUR |
| | **Selected items of the Balance Sheet** | | |
| | Assets | | |
| | Financial fixed assets (amounts owed by affiliated undertakings) | 5,470,070,451 | 5,167,738,500 |
| | Current assets (Debtors - Amounts owed by affiliated undertakings becoming due and payable within one year | 415,475,284 | 235,086,058 |
| | Total assets | 5,977,141,866 | 5,501,021,541 |
| | | | |
| | Liabilities | | |
| | Capital and reserves | 6,691,167 | 7,046,710 |
| | Subordinated debts | 1,233,153,404 | 1,656,721,743 |
| | Non-subordinated debts | | |
| | Non-convertible loans | | |
| | - becoming due and payable within one year | 358,648,783 | 201,683,146 |
| | - becoming due and payable after more than one year | 3,808,577,061 | 3,326,487,586 |

| Element | Title | | | |
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| | **Charges & Income: selected items** | | | |
| | Income from financial fixed assets derived from affiliated undertakings | | 128,272,799 | 129,660,813 |
| | Total income | | 431,761,255 | 388,490,879 |
| | Interest and other financial charges | | 401,166,435 | 335,364,583 |
| | Profit for the financial year | | 844,457 | 1,109,807 |
| | ***Statements of no significant or material adverse change***<br><br>There has been no significant change in the financial or trading position of the BNPP Group since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published). There has been no material adverse change in the prospects of BNPP or the BNPP Group since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published).<br><br>[There has been no significant change in the financial or trading position of [BNPP B.V.][BP2F][BGL] since 31 December 2014] and there has been no material adverse change in the prospects of [BNPP B.V.][BP2F][BGL] since 31 December 2014.] | | | |
| **B.13** | Events impacting the Issuer's solvency | [Not applicable, as at the date of this Base Prospectus and 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 2014]. [*Specify any recent events which are to a material extent relevant to the evaluation of the Issuer's solvency.*] | | |
| **B.14** | Dependence upon other group entities | [*Insert where BNPP is the Issuer:* Subject to the following paragraph, BNPP is not dependent upon other members of the BNPP Group.<br><br>In April 2004, BNPP began outsourcing IT Infrastructure Management Services to the BNP Paribas Partners for Innovation (BP²I) joint venture set up with IBM France at the end of 2003. BP²I provides IT Infrastructure Management Services for BNPP and several BNPP subsidiaries in France (including BNP Paribas Personal Finance, BP2S, and BNP Paribas Cardif), Switzerland, and Italy. In mid-December 2011 BNPP renewed its agreement with IBM France for a period lasting until end-2017. At the end of 2012, the parties entered into an agreement to gradually extend this arrangement to BNP Paribas Fortis as from 2013.<br><br>BP²I is under the operational control of IBM France. BNP Paribas has a strong influence over this entity, which is 50/50 owned with IBM France. The BNP Paribas staff made available to BP²I make up half of that entity's permanent staff, its buildings and processing centres are the property of the Group, and the governance in place provides BNP Paribas with the contractual right to monitor the entity and bring it back into the Group if necessary.<br><br>ISFS, a fully-owned IBM subsidiary, handles IT Infrastructure Management for BNP Paribas Luxembourg. | | |

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| | | BancWest's data processing operations are outsourced to Fidelity Information Services. Cofinoga France's data processing is outsourced to SDDC, a fully-owned IBM subsidiary.]<br><br>[*Insert where BNPP is not the Issuer:* The Issuer is dependent upon BNPP and other members of the BNPP Group. See also Element B.5 above.]<br><br>[*Insert where BNPP B.V. is the Issuer*: BNPP B.V. is dependent upon BNPP. BNPP B.V. is a wholly owned subsidiary of BNPP specifically involved in the issuance of securities such as Notes, Warrants or Certificates or other obligations which are developed, setup and sold to investors by other companies in the BNPP Group (including BNPP). The securities are hedged by acquiring hedging instruments from BNP Paribas and BNP Paribas entities as described in Element D.2 below.]<br><br>[*Insert where BGL is the Issuer*: BGL has certain IT dependency upon other entities within the BNPP Group which may be summarised as follows:<br><br>• BGL's corporate and institutional banking (CIB) business shares most of its front and back-office IT platforms with BNPP; and<br><br>• Other business lines and functions share various platforms with other entities within the BNPP Group, but not necessarily to the same extent as the CIB business.] |
| **B.15** | Principal activities | [*Insert where BNPP B.V. is the Issuer:*<br><br>The principal activity of the Issuer is to issue and/or acquire financial instruments of any nature and to enter into related agreements for the account of various entities within the BNPP Group.]<br><br>[*Insert where BNPP is the Issuer:*<br><br>BNP Paribas holds key positions in its two main businesses:<br><br>• **Retail Banking and Services, which includes:**<br><br>  • Domestic Markets, comprising:<br><br>  • French Retail Banking (FRB),<br><br>  • BNL banca commerciale (BNL bc), Italian retail banking,<br><br>  • Belgian Retail Banking (BRB),<br><br>  • Other Domestic Markets activities, including Luxembourg Retail Banking (LRB);<br><br>  • International Financial Services, comprising:<br><br>  • Europe-Mediterranean, |

| Element | Title | |
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| | | • BancWest,<br>• Personal Finance,<br>• Insurance,<br>• Wealth and Asset Management;<br>• **Corporate and Institutional Banking (CIB)**, which includes:<br>• Corporate Banking,<br>• Global Markets,<br>• Securities Services.]<br>[*Insert where BGL is the Issuer:*<br>The Issuer is active in the following areas: Retail and Corporate Banking Luxembourg (*Banque de détail et des entreprises Luxembourg*), including NetAgence (daily banking transactions) and Personal Investors (investment advice), Wealth Management and Corporate and Institutional Banking.]<br>[*Insert where BP2F is the Issuer:*<br>The Issuer's main object is to grant loans to BNP Paribas Fortis SA/NV 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).] |
| **B.16** | Controlling shareholders | [*Insert where BNPP B.V. is the Issuer:* BNP Paribas holds 100 per cent. of the share capital of the Issuer.]<br>[*Insert where BNPP is the Issuer:* None of the existing shareholders controls, either directly or indirectly, BNPP. The main shareholders are Société Fédérale de Participations et d'Investissement ("**SFPI**") a *public-interest société anonyme* (public limited company) acting on behalf of the Belgian government holding 10.3% of the share capital as at 31 December 2014 and Grand Duchy of Luxembourg holding 1.0% of the share capital as at 31 December 2014. To BNPP's knowledge, no shareholder other than SFPI owns more than 5% of its capital or voting rights.]<br>[*Insert where BGL is the Issuer:* BNP Paribas Fortis SA/NV holds 50 per cent. plus 1 share of the share capital of the Issuer. The remaining share capital is held by BNP Paribas (15.96 per cent.) and the Grand Duchy of Luxembourg (34 per cent.). BNP Paribas is also the controlling shareholder of BNP Paribas Fortis SA/NV] |

| Element | Title | |
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| | | [*Insert where BP2F is the Issuer:* BNP Paribas Fortis SA/NV holds 99.995 per cent. of the share capital of the Issuer]. |
| **B.17** | Solicited credit ratings | [*Insert where BNPP B.V. is the Issuer*: BNPP B.V.'s long term credit ratings are A+ with a negative outlook (Standard & Poor's Credit Market Services France SAS) and BNPP B.V.'s short term credit ratings are A-1 (Standard & Poor's Credit Market Services France SAS).]<br><br>[*Insert where BNPP is the Issuer*: BNPP's long term credit ratings are [A+ with a negative outlook (Standard & Poor's Credit Market Services France SAS)], [A1 with a stable outlook (Moody's Investors Service Ltd.)] and [A+ with a stable outlook (Fitch France S.A.S.)] and BNPP's short-term credit ratings are [A-1 (Standard & Poor's Credit Market Services France SAS)], [P-1 (Moody's Investors Service Ltd.)] and [F1 (Fitch France S.A.S.)].]<br><br>[*Insert where BP2F is the Issuer*: BP2F's senior unsecured credit ratings are [A+ (Standard & Poor's Credit Market Services France SAS)], [A2 with a stable outlook (Moody's France SAS)] and [A+ with a stable outlook (Fitch Ratings Limited)] and BP2F's short-term credit ratings are [A-1 (Standard & Poor's Credit Market Services France SAS)], [P-1 (Moody's France SAS)] and [F1 (Fitch Ratings Limited)].]<br><br>[*Insert where BGL is the Issuer*: BGL's long-term credit ratings are [A+ (with a negative outlook) (Standard & Poor's Credit Market Services France SAS)], [A2 (with a positive outlook) (Moody's France SAS)] and [A+ (with a stable outlook) (Fitch France S.A.S)] and BGL's short-term credit ratings are [A-1 (Standard & Poor's Credit Market Services France SAS)], [P-1 (Moody's France SAS)] and [F1 (Fitch France S.A.S)].]<br><br>[The Securities [have [not] been/are expected to be] rated [[●] by [●]]. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.] |
| **B.18** | Description of the Guarantee | [*Insert in the case of Notes issued by BNPP B.V.:* The Securities will be unconditionally and irrevocably guaranteed by BNP Paribas ("**BNPP**" or the "**Guarantor**") pursuant to an English law deed of guarantee executed by the Guarantor on or around 9 June 2015 (the "**Guarantee**").<br><br>In the event of a bail-in of BNPP B.V. but not BNPP, the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such reduction or modification resulting from the application of a bail-in of BNPP B.V. by a relevant regulator.<br><br>In the event of a bail-in of BNPP but not BNPP B.V., the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such modification or reduction applied to securities issued by BNPP resulting from the application of a bail-in of BNPP by any relevant regulator.] |

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| | | [*Insert in the case of English law unsecured W&C Securities issued by BNPP B.V.*: The Securities will be unconditionally and irrevocably guaranteed by BNP Paribas ("**BNPP**" or the "**Guarantor**") pursuant to an English law deed of guarantee executed by BNPP on or around 9 June 2015 (the "**Guarantee**").<br><br>In the event of a bail-in of BNPP B.V. but not BNPP, the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such reduction or modification resulting from the application of a bail-in of BNPP B.V. by a relevant regulator.<br><br>In the event of a bail-in of BNPP but not BNPP B.V., the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such modification or reduction applied to securities issued by BNPP resulting from the application of a bail-in of BNPP by any relevant regulator.]<br><br>[*Insert in the case of English law secured W&C Securities issued by BNPP B.V.*: The Securities will be unconditionally and irrevocably guaranteed by BNP Paribas ("**BNPP**" or the "**Guarantor**") pursuant to an English law deed of guarantee executed by BNPP on or around 9 June 2015 (the "**Guarantee**").]<br><br>[*Insert in the case of French law unsecured W&C Securities issued by BNPP B.V.:* The Securities will be unconditionally and irrevocably guaranteed by BNP Paribas ("**BNPP**" or the "**Guarantor**") pursuant to a French law garantie executed by BNPP on or around 9 June 2015 (the "**Guarantee**").<br><br>In the event of a bail-in of BNPP B.V. but not BNPP, the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such reduction or modification resulting from the application of a bail-in of BNPP B.V. by a relevant regulator.<br><br>In the event of a bail-in of BNPP but not BNPP B.V., the obligations and/or amounts owed by BNPP under the guarantee shall be reduced to reflect any such modification or reduction applied to securities issued by BNPP resulting from the application of a bail-in of BNPP by any relevant regulator.]<br><br>[*Insert in the case of French law secured W&C Securities issued by BNPP B.V.:* The Securities will be unconditionally and irrevocably guaranteed by BNP Paribas ("**BNPP**" or the "**Guarantor**") pursuant to a French law *garantie* executed by BNPP on or around 9 June 2015 (the "**Guarantee**").]<br><br>[*Insert in the case of Notes, English law unsecured W&C Securities, English law secured W&C Securities, French law unsecured W&C Securities and French law secured W&C Securities issued by BNPP B.V.*: The obligations under the [guarantee/*garantie*] are direct unconditional, unsecured and unsubordinated obligations of BNPP and rank and will rank *pari passu* among themselves and at least *pari passu* with all other direct, unconditional, unsecured and unsubordinated indebtedness of BNPP (save for statutorily preferred exceptions).] |

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| | | [*Insert where BP2F is the Issuer:* The Securities will be unconditionally and irrevocably guaranteed by BNP Paribas Fortis SA/NV ("**BNPPF**" or the "**Guarantor**") pursuant to an English law deed of guarantee executed by the Guarantor on or around 9 June 2015 (the "**Guarantee**"). The obligations under the Guarantee constitute direct, unconditional, unsubordinated and unsecured obligations of BNPPF 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 BNPPF.]<br><br>[*Insert where BNPP or BGL is the Issuer:* Not applicable, the Securities are not guaranteed.] |
| **B.19** | [*If the Securities are guaranteed, insert:*<br><br>Information about the Guarantor | |
| **B.19/ B.1** | Legal and commercial name of the Guarantor | [BNP Paribas] [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 | [*Insert where BNPP is the Guarantor:* The Guarantor was incorporated in France as a *société anonyme* under French law and licensed as a bank having its head office at 16, boulevard des Italiens – 75009 Paris, France.]<br><br>[*Insert where BNPPF is the Guarantor:* The Guarantor was 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 Law of 25 April 2014 on the status and supervision of credit institutions (the "**Belgian Banking Law**").] |
| **B.19/ B.4b** | Trend information | [*Insert where BNPP is the Guarantor*:<br><br>***Macroeconomic risk.***<br><br>Macroeconomic and market conditions affect BNPP's results. The nature of BNPP's business makes it particularly sensitive to macroeconomic and market conditions in Europe, which have been difficult and volatile in recent years.<br><br>In 2014, the global economy continued its slow recovery but there remain uncertainties, in particular in Europe where the economic performance during the second half of 2014 was weaker than expected. IMF and OECD economic forecasts for 2015 indicate a continuation of moderate growth in developed economies but with differences between countries, including in the euro-zone, where growth is forecast to be weak in certain countries (including France and Italy). The forecast is similar for emerging markets (i.e., moderate growth but |

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| | | with areas of weakness). Short term risks to macroeconomic growth highlighted by the IMF include heightened geopolitical tensions and increased financial market volatility; medium-term risks highlighted include weak economic growth or stagnation in developed countries. Deflation remains a risk in the euro-zone, although the risk has been reduced through the ECB's announcement of non-conventional policy measures.<br><br>***Legislation and Regulation applicable to Financial Institutions.***<br><br>Laws and regulations applicable to financial institutions that have an impact on BNPP have significantly evolved. The measures that have been proposed and/or adopted in recent years include more stringent capital and liquidity requirements (particularly for large global banking groups such as the BNPP Group), taxes on financial transactions, restrictions and taxes on employee compensation, limits on the types of activities that commercial banks can undertake and ring-fencing or even prohibition of certain activities considered as speculative within separate subsidiaries, restrictions on certain types of financial products, increased internal control and reporting requirements, more stringent conduct of business rules, mandatory clearing and reporting of derivative transactions, requirements to mitigate risks in relation to over-the-counter derivative transactions and the creation of new and strengthened regulatory bodies. The measures that were recently adopted, or that are (or whose implementation measures are) in some cases proposed and still under discussion, that have affected or are likely to affect BNPP, include in particular the French Ordinance of 27 June 2013 relating to credit institutions and financing companies ("*Sociétés de financement*"), which came into force on 1 January 2014, the French banking law of 26 July 2013 on the separation and regulation of banking activities and the related implementing decrees and orders and the Ordinance of 20 February 2014 for the adaptation of French law to EU law with respect to financial matters; the Directive and Regulation of the European Parliament and of the Council on prudential requirements "CRD 4/CRR" dated 26 June 2013 (and the related delegated and implementing acts) and many of whose provisions have been applicable since January 1, 2014; the regulatory and implementing technical standards relating to the Directive and Regulation CRD 4/CRR published by the European Banking Authority; the designation of BNPP as a systemically important financial institution by the Financial Stability Board and the consultation for a common international standard on total loss-absorbing capacity ("**TLAC**") for global systemically important banks; the public consultation for the reform of the structure of the EU banking sector of 2013 and the proposal for a Regulation of the European Parliament and of the Council of 29 January 2014 on structural measures to improve the resilience of EU credit institutions; the proposal for a Regulation of the European Parliament and of the Council of 18 September 2013 on indices used as benchmarks in financial instruments and financial contracts; the Regulation of the European Parliament and of the Council of 16 April 2014 on market abuse and the Directive of the European Parliament and of the Council of 16 April 2014 on criminal sanctions for market abuse; the Directive and the Regulation of the European Parliament and of the Council on markets |

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| | | in financial instruments of 15 May 2014; the European Single Supervisory Mechanism led by the European Central Bank adopted in October 2013 (Council Regulation of October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions and the Regulation of the European Parliament and of the Council of 22 October 2013 establishing a European Supervisory Authority as regards the conferral of specific tasks on the European Central Bank (and the related delegated and implementing acts)), as well as the related French Ordinance of 6 November 2014 for the adaptation of French law to the single supervisory mechanism of the credit institutions; the Directive of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes, which strengthens the protection of citizens' deposits in case of bank failures (and the related delegated and implementing acts); the Directive 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, which harmonizes the tools to address potential bank crises; the Single Resolution Mechanism adopted by the European Parliament on 15 April 2014 (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 and a single resolution fund, and the related delegated and implementing acts), which provides for the establishment of a Single Resolution Board as the authority in charge of the implementation of the Single Resolution Mechanism and the establishment of the Single Resolution Fund; the Delegated Regulation on the provisional system of instalments on contributions to cover the administrative expenditures of the Single Resolution Board during the provisional period adopted by the European Commission on 8 October 2014, the implementing Regulation of the Council of 19 December 2014 specifying uniform conditions for the ex-ante contribution to the Single Resolution Fund; the U.S. Federal Reserve's final rule imposing enhanced prudential standards on the U.S. operations of large foreign banks; the "Volcker Rule" imposing certain restrictions on investments in or sponsorship of hedge funds and private equity funds and proprietary trading activities of U.S. banks and non-U.S. banks adopted by the U.S. regulatory authorities in December 2013; and the final U.S. credit risk retention rule adopted on 22 October 2014. More generally, regulators and legislators in any country may, at any time, implement new or different measures that could have a significant impact on the financial system in general or BNPP in particular.]<br><br>[*Insert where BNPPF is the Guarantor:*<br><br>***Macro-economic environment.***<br><br>Market and macroeconomic conditions affect BNPPF's results. The nature of BNPPF's business makes it particularly sensitive to market and macroeconomic conditions in Europe, which have been difficult and volatile in recent years. |

| Element | Title | |
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| | | In 2014, the global economy continued its slow recovery but there remain uncertainties, in particular in Europe where the economic performance during the second half of 2014 was weaker than expected. IMF and OECD[8] economic forecasts for 2015 indicate a continuation of moderate growth in developed economies but with differences between countries, including in the euro-zone, where growth is forecast to be weak in certain countries (including France and Italy). The forecast is similar for emerging markets (i.e., moderate growth but with areas of weakness). Short term risks to macroeconomic growth highlighted by the IMF include heightened geopolitical tensions and increased financial market volatility; medium-term risks highlighted include weak economic growth or stagnation in developed countries. Deflation remains a risk in the euro-zone, although the risk has been reduced through the ECB's announcement of non-conventional policy measures.<br><br>***Laws and Regulations Applicable to Financial Institutions.***<br><br>Laws and regulations applicable to financial institutions that have an impact on BNPPF have significantly evolved in the wake of the global financial crisis. The measures that have been proposed and/or adopted in recent years include more stringent capital and liquidity requirements (particularly for large global banking groups such as the BNP Paribas Group), taxes on financial transactions, restrictions and taxes on employee compensation, limits on the types of activities that commercial banks can undertake and ring-fencing or even prohibition of certain activities considered as speculative within separate subsidiaries, restrictions on certain types of financial products, increased internal control and reporting requirements, more stringent conduct of business rules, mandatory clearing and reporting of derivative transactions, requirements to mitigate risks in relation to over-the-counter derivative transactions and the creation of new and strengthened regulatory bodies. The measures that were recently adopted, or in some cases proposed and still under discussion, that have or are likely to affect BNPPF, include in particular the EU Directive and Regulation on prudential requirements "CRD IV" dated 26 June 2013 and many of whose provisions have been applicable since 1 January 2014; the proposals of technical regulatory and execution rules relating to the Directive and Regulation CRD IV published by the EBA; the Belgian Banking Law dated 25 April 2014 replacing the previous law of 1993 and introducing important changes; the Belgian Royal Decrees dated 22 February 2015 determining the entry into force of the Belgian Banking Law provisions relating to resolution (including the establishment of a Belgian Resolution Authority) and creating two preferential rights on the bank's moveables; the public consultation for the reform of the structure of the EU banking sector of 2013 and the European Commission's proposed regulation on structural measures designed to improve the strength of EU credit institutions of 29 January 2014; the proposal for a regulation on indices used as benchmarks in financial instruments and financial contracts; the European Single Supervisory |

[8] See in particular: International Monetary Fund. World Economic Outlook (WEO) Update, January 2015: Gross Currents; International Monetary Fund. 2014; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014); OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014

| Element | Title | |
|---|---|---|
| | | Mechanism; the European Single Resolution Mechanism dated 15 July 2014 and the European Directive on Bank Recovery and Resolution dated 15 May 2014; the European Directive on Revised Deposit Guarantee Schemes dated 16 April 2014; the final rule for the regulation of foreign banks imposing certain liquidity, capital and other prudential requirements adopted by the U.S. Federal Reserve; the proposal of the U.S. Federal Reserve relating to liquidity ratios of large banks; and the "Volcker" Rule imposing certain restrictions on investments in or sponsorship of hedge funds and private equity funds and proprietary trading activities (of U.S. banks and to some extent non-U.S. banks) that was recently adopted by the U.S. regulatory authorities. More generally, regulators and legislators in any country may, at any time, implement new or different measures that could have a significant impact on the financial system in general or BNPPF in particular.] |
| **B.19/B.5** | Description of the Group | [*Insert where BNPP is the Guarantor:* 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 75 countries and has almost 188,000 employees, including over 147,000 in Europe. BNPP is the parent company of the BNP Paribas Group (the "**BNPP Group**").]<br><br>[*Insert where BNPPF is the Guarantor:* The Guarantor holds 99.995 per cent. of the share capital of the Issuer and is part of the BNPP Group. See Element B.5 above.] |
| **B.19/B.9** | Profit forecast or estimate | The Group's 2014-2016 business development plan confirms the universal bank business model. The goal of the 2014-2016 business development plan is to support clients in a changing environment.<br><br>The Group has defined the five following strategic priorities for 2016:<br><br>• enhance client focus and services<br><br>• simple: simplify our organisation and how we operate<br><br>• efficient: continue improving operating efficiency<br><br>• adapt certain businesses to their economic and regulatory environment<br><br>• implement business development initiatives.<br><br>BNPP continues to implement its 2014-2016 development plan in a low interest rate context and has to take into account new taxes and regulations. |
| **B.19/ B.10** | Audit report qualifications | [Not applicable, there are no qualifications in any audit report on the historical financial information included in the Base Prospectus.] / [The audit report on the historical financial information included in the Base Prospectus contains the following qualifications(s): [*describe qualification(s)*]] |

| Element | Title | |
|---|---|---|
| **B.19/ B.12** | Selected historical key financial information:<br><br>[*Insert where BNPP is the Guarantor:*<br><br>**Comparative Annual Financial Data - In millions of EUR** | |

| | **31/12/2014 (audited)** | **31/12/2013* (audited)** |
|---|---|---|
| Revenues | 39,168 | 37,286 |
| Cost of risk | (3,705) | (3,643) |
| Net income, Group share | 157 | 4,818 |

** Restated following the application of accounting standards IFRS10, IFRS11 and IAS32 revised*

| | **31/12/2014** | **31/12/2013*** |
|---|---|---|
| Common Equity Tier 1 ratio (Basel 3 fully loaded CRD4) | 10.3% | 10.3% |

| | **31/12/2014 (audited)** | **31/12/2013* (audited)** |
|---|---|---|
| Total consolidated balance sheet | 2,077,759 | 1,810,522 |
| Consolidated loans and receivables due from customers | 657,403 | 612,455 |
| Consolidated items due to customers | 641,549 | 553,497 |
| Shareholders' equity (Group share) | 89,410 | 87,433 |

** Restated following the application of accounting standards IFRS10, IFRS11 and IAS32 revised*

**Comparative Interim Financial Data – In millions of EUR**

| | **1Q15** | **1Q14*** |
|---|---|---|
| Revenues | 11,065 | 9,911 |
| Cost of risk | (1,044) | (1,084) |
| Net income, Group share | 1,648 | 1,403 |
| | **31/03/2015** | **31/12/2014*** |
| Common equity Tier 1 ratio (Basel 3 fully loaded, CRD4) | 10.3% | 10.3% |
| Total consolidated balance sheet | 2,392,177 | 2,077,758 |
| Consolidated loans and receivables due from customers | 696,737 | 657,403 |
| Consolidated items due to customers | 688,645 | 641,549 |

| Element | Title | | |
|---|---|---|---|
| | Shareholders' equity (Group share) | 93,921 | 89,458 |
| | ** Restated according to the IFRIC 21 interpretation*] | | |
| | [*Insert where BNPPF is the Guarantor:*<br>**Comparative Annual Financial Data – In millions of EUR** | | |
| | | **31/12/2014** | **31/12/2013*** |
| | Revenues | 7,011 | 5,740 |
| | Cost of risk | (283) | (372) |
| | Net Income | 1,663 | 925 |
| | Net Income attributable to shareholders | 1,246 | 637 |
| | Total Consolidated Balance Sheet | 275,206 | 256,226 |
| | Shareholders' equity | 20,254 | 18,662 |
| | Consolidated loans and receivables due from customers | 166,851 | 159,551 |
| | Consolidated items due to customers | 167,800 | 156,788 |
| | Tier 1 Capital | 18,840 | 18,618 |
| | Tier 1 Ratio | 14.7% | 14.8% |
| | Total Capital | 21,349 | 21,910 |
| | Total Capital Ratio | 16.6% | 17.4% |
| | ** Comparative figures of 2013 restated according to IFRS 11 (see notes 1.a and 8.o of the Annual Report 2014 of BNPPF for more information).*] | | |
| | ***Statements of no significant or material adverse change***<br>See Element B.12 above in the case of the BNPP Group.<br>[*Insert where BNPP is the Guarantor:*<br>There has been no material adverse change in the prospects of BNPP since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published).]<br>[*Insert where BNPPF is the Guarantor:*<br>There has been no significant change in the financial or trading position of BNPPF since 31 December 2014 and no material adverse change in the prospects of BNPPF since 31 December 2014.] | | |

| Element | Title | |
|---|---|---|
| **B.19/ B.13** | Events impacting the Guarantor's solvency | [As at the date of this Base Prospectus and to the best of the Guarantor's knowledge, there have not been any recent events which are to a material extent relevant to the evaluation of the Guarantor's solvency since 31 December 2014.]<br><br>*[Specify any recent events which are to a material extent relevant to the evaluation of the Guarantor's solvency.*] |
| **B.19/ B.14** | Dependence upon other Group entities | [*Insert where BNPP is the Guarantor*: Subject to the following paragraph, BNPP is not dependent upon other members of the BNPP Group.<br><br>In April 2004, BNPP began outsourcing IT Infrastructure Management Services to the BNP Paribas Partners for Innovation (BP²I) joint venture set up with IBM France at the end of 2003. BP²I provides IT Infrastructure Management Services for BNPP and several BNPP subsidiaries in France (including BNP Paribas Personal Finance, BP2S, and BNP Paribas Cardif), Switzerland, and Italy. In mid-December 2011 BNPP renewed its agreement with IBM France for a period lasting until end-2017. At the end of 2012, the parties entered into an agreement to gradually extend this arrangement to BNP Paribas Fortis as from 2013.<br><br>BP²I is under the operational control of IBM France. BNP Paribas has a strong influence over this entity, which is 50/50 owned with IBM France. The BNP Paribas staff made available to BP²I make up half of that entity's permanent staff, its buildings and processing centres are the property of the Group, and the governance in place provides BNP Paribas with the contractual right to monitor the entity and bring it back into the Group if necessary.<br><br>ISFS, a fully-owned IBM subsidiary, handles IT Infrastructure Management for BNP Paribas Luxembourg.<br><br>BancWest's data processing operations are outsourced to Fidelity Information Services. Cofinoga France's data processing is outsourced to SDDC, a fully-owned IBM subsidiary.]<br><br>[*Insert where BNPPF is the Guarantor*: The Guarantor is dependent upon BNPP and other members of the BNPP Group.]<br><br>See also Element B.5 above. |
| **B.19/ B.15** | Principal activities | [*Insert where BNPP is the Guarantor:*<br><br>BNP Paribas holds key positions in its two main businesses:<br><br>• **Retail Banking and Services**, which includes:<br><br>  • Domestic Markets, comprising:<br><br>  • French Retail Banking (FRB),<br><br>  • BNL banca commerciale (BNL bc), Italian retail |

| Element | Title | |
|---|---|---|
| | | banking,<br>• Belgian Retail Banking (BRB),<br>• Other Domestic Markets activities, including Luxembourg Retail Banking (LRB);<br>• International Financial Services, comprising:<br>• Europe-Mediterranean,<br>• BancWest,<br>• Personal Finance,<br>• Insurance,<br>• Wealth and Asset Management;<br>• **Corporate and Institutional Banking (CIB)**, which includes:<br>• Corporate Banking,<br>• Global Markets,<br>• Securities Services.]<br>[*Insert where BNPPF is the Guarantor:* 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. BNPPF is free to hold shares and share interests within the limits set by the legal framework for banks.] |
| **B.19/ B.16** | Controlling shareholders | [*Insert where BNPP is the Guarantor:* None of the existing shareholders controls, either directly or indirectly, BNPP. The main shareholders are Société Fédérale de Participations et d'Investissement ("**SFPI**") a *public-interest société anonyme* (public limited company) acting on behalf of the Belgian government holding 10.3% of the share capital as at 31 December 2014 and Grand Duchy of Luxembourg holding 1.0% of the share capital as at 31 December 2014. To BNPP's knowledge, no shareholder other than SFPI owns more than 5% of its capital or voting rights.]<br>[*Insert where BNPPF is the Guarantor:* BNP Paribas holds 99.93 per cent. of the share capital of the Guarantor.] |
| **B.19/ B.17** | Solicited credit ratings | [*Insert where BNPP is the Guarantor:* BNPP's long term credit ratings are [A+ with a negative outlook (Standard & Poor's Credit Market Services France SAS)], [A1 with a stable outlook (Moody's Investors Service Ltd.)] and [A+ with a stable outlook (Fitch France S.A.S.)] and BNPP's short-term credit<br>ratings are [A-1 (Standard & Poor's Credit Market Services France SAS)], [P-1 (Moody's Investors Service Ltd.)] and [F1 (Fitch France S.A.S.)].] |

| Element | Title | |
|---|---|---|
| | | [*Insert where BNPPF is the Guarantor:* BNPPF's long-term credit ratings are [A+ with a negative outlook (Standard & Poor's Credit Market Services France SAS)], [A2 with a stable outlook (Moody's France SAS)] and [A+ with a stable outlook (Fitch Ratings Limited)] and BNPPF's short-term credit ratings are [A-1 (Standard & Poor's Credit Market Services France SAS)], [P-1 (Moody's France SAS)] and [F1 (Fitch Ratings Limited)].]<br><br>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.] |

**Section C – Securities**

| Element | Title | |
|---|---|---|
| **C.1** | Type and class of Securities/ISIN | The Securities are [notes ("**Notes**")]/[warrants ("**Warrants**")]/[certificates ("**Certificates**")] and are issued in Series. The Series Number of the Securities is [●]. The Tranche number is [●].<br><br>The ISIN is: [●].<br><br>The Common Code is: [●].<br><br>The Mnemonic Code is: [●].<br><br>[The Securities will be consolidated and form a single series with [*identify earlier Tranches*] on [the Issue Date/exchange of the Temporary Bearer Global Note for interests in the Permanent Bearer Global Note, which is expected to occur on or about [*specify date*]].]<br><br>The Securities are [cash settled Securities/physically settled Securities]. |
| **C.2** | Currency | [The currency of this Series of Securities is [●] ([●])]<br><br>[The Notes are denominated in [*specify currency*] (the "**Specified Currency**"), and amounts payable on the Notes in respect of [interest] [and] [principal] are payable in [*specify currency*] (the "**Settlement Currency**")]. |
| **C.5** | Restrictions on free transferability | The Securities will be freely transferable, subject to the offering and selling restrictions in the United States, the European Economic Area, Austria, Belgium, the Czech Republic, Denmark, France, Germany, Hungary, Ireland, Portugal, Spain, Sweden, the Republic of Italy, the Netherlands, Poland, the United Kingdom, Japan and Australia and under the Prospectus Directive and the laws of any jurisdiction in which the relevant Securities are offered or sold. |
| **C.8** | Rights attaching to the Securities | Securities issued under the Programme will have terms and conditions relating to, among other matters: |

| Element | Title | |
|---|---|---|
| | | ***Status***<br><br>*[In the case of Securities issued by BNPP B.V.:*<br><br>[The Notes are issued on an unsecured basis.] [The [Warrants/Certificates] are issued on a [secured/unsecured] basis.] [*Insert in the case of Securities issued on an unsecured basis*: Securities issued on an unsecured basis [and the relative Coupons] constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and at least *pari passu* with all other direct, unconditional, unsecured and unsubordinated indebtedness of the Issuer (save for statutorily preferred exceptions).<br><br>[*Insert in the case of W&C Securities issued on a secured basis*: W&C Securities issued on a secured basis ("Secured Securities") constitute unsubordinated and secured obligations of the Issuer and will rank *pari passu* among themselves.]]<br><br>[*In the case of W&C Securities issued by BNPP*:<br><br>The W&C Securities constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and at least *pari passu* with all other direct, unconditional, unsecured and unsubordinated indebtedness of the Issuer (save for statutorily preferred exceptions).]<br><br>[*In the case of Securities issued by BGL*:<br><br>The Securities [and the relative Coupons] constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Securities [and the Coupons] relating to them shall, save for such exceptions as may be provided by applicable legislation at all times rank at least equally with all other unsecured and unsubordinated indebtedness of the Issuer present and future (other than indebtedness or monetary obligations preferred by mandatory provisions of law).]<br><br>[*In the case of Securities issued by BP2F*:<br><br>The Securities [and the relative Coupons] constitute direct, unconditional, unsubordinated and unsecured and general obligations of the 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 the Issuer.] |

| Element | Title | |
|---|---|---|
| | | [*Secured Securities*<br><br>BNPP B.V. will grant a security interest in favour of [BNP Paribas Trust Corporation UK Limited] [●] (the "**Collateral Agent**") on behalf of the Collateral Agent and the relevant holders of Securities over assets (such assets, the "**Collateral Assets**") held in one or more accounts with [●] (each a "**Collateral Account**").<br><br>[The Secured Securities will be secured by the same pool of Collateral Assets as other series of Secured Securities][The Secured Securities will be the only series of Secured Securities secured by the Collateral Assets held in the Collateral Account] (the "**Collateral Pool**").<br><br>The Collateral Assets in the Collateral Pool will be [one or more of] the following:<br><br>(a) [[cash in Euro]/[cash in [●]]<br><br>(b) [common] [ordinary] shares or stock];[preference shares or stock;] [convertible common shares or stock;] [convertible preference shares or stock;] [American depositary receipts;] [global depositary receipts] [warrants] [● [which represents a share of an equity interest in an entity]("**Eligible Equity Collateral**") [issued by[●]/[with ISIN [●]:<br><br>(c) [Linked Noted Collateral/[Credit Linked Note Collateral][Loan Participation Note Collateral][Loan Collateral][Convertible Bond Collateral][Exchangeable Bond Collateral][Covered Bond Collateral][Pfandbriefe Collateral][Zero Coupon Bond Collateral][Vanilla Debt Securities]Eligible ABS Collateral]Eligible Fund Collateral][issued by [● ]/[with ISIN [●]:<br><br>The Issuer will provide Collateral Assets in respect of the nominal amount (the "**nominal value**") of the Secured Securities ("**Nominal Value Collateralisation**") [part of the nominal value of the Secured Securities ("**Partial Nominal Value Collateralisation**")] [the marked to market value of the Secured Securities ("**MTM Collateralisation**")] [part of the marked to market value of the Secured Securities ("**Partial MTM Collateralisation**")].<br><br>[If the Secured Securities are Collateral Asset Linked Securities:<br><br>The Secured Securities are "**Collateral Asset Linked Securities**" and the Issuer will provide collateral in respect of the nominal amount (the "**nominal value**") of the Secured Securities ("**Nominal Value Collateralisation**") (such collateral, the "**Reference Collateral Assets**") [and, in addition, Issuer will provide collateral in respect of the marked to market value of the option to which the Final Payout in respect of the Secured Securities is linked (such collateral, the "**MTM Adjustable Assets**")]. |

| Element | Title | |
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| | | The Reference Collateral Assets in the Collateral Pool will be [one or more of] the following:<br><br>(a) [[cash in Euro]/[cash in [●]]<br><br>(b) [common] [ordinary] shares or stock];[preference shares or stock;] [convertible common shares or stock;] [convertible preference shares or stock;] [American depositary receipts;] [global depositary receipts] [warrants] [●] [which represents a share of an equity interest in an entity]("**Eligible Equity Collateral**") [issued by[●]/[with ISIN [●]:[and]<br><br>(c) [Linked Noted Collateral/[Credit Linked Note Collateral][Loan Participation Note Collateral][Loan Collateral][Convertible Bond Collateral][Exchangeable Bond Collateral][Covered Bond Collateral][Pfandbriefe Collateral][Zero Coupon Bond Collateral][Vanilla Debt Securities]Eligible ABS Collateral]Eligible Fund Collateral][issued by[●]/[with ISIN [●].<br><br>[The MTM Adjustable Assets in the Collateral Pool will be [one or more of] the following:<br><br>(a) [[cash in Euro]/[cash in [●]][.][;]<br><br>(b) [common] [ordinary] shares or stock];[preference shares or stock;] [convertible common shares or stock;] [convertible preference shares or stock;] [American depositary receipts;] [global depositary receipts] [warrants] [●] [which represents a share of an equity interest in an entity]("**Eligible Equity Collateral**") [issued by[●]/[with ISIN [●]]: [and]<br><br>(c) [Linked Noted Collateral/[Credit Linked Note Collateral][Loan Participation Note Collateral][Loan Collateral][Convertible Bond Collateral][Exchangeable Bond Collateral][Covered Bond Collateral][Pfandbriefe Collateral][Zero Coupon Bond Collateral][Vanilla Debt Securities][Eligible ABS Collateral][Eligible Fund Collateral][issued by[●]/[with ISIN [●]:]]<br><br>The Reference Collateral Assets [and the MTM Adjustable Assets] constitute the "Collateral Assets" for the Secured Securities.]<br><br>The Issuer will not hold Collateral Assets in respect of Secured Securities where it or one of its affiliates is the beneficial owner of such Secured Securities.<br><br>Following the occurrence of one or more of the events of default applicable to the Secured Securities (which events of default include non-payment, non-performance or non-observance of BNPP B.V.'s or the Guarantor's obligations in respect of the Secured Securities; the insolvency or winding up of the Issuer or the Guarantor and delivery of a notice from a holder of |

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| | | Secured Securities to, among others, the Collateral Agent which is not disputed by BNPP B.V., the security over each Collateral Pool will be enforced by the Collateral Agent.<br><br>[Following the realisation, or enforcement, of the security with respect to the Collateral Pool if the amount paid to holders of Securities in respect of a series of Secured Securities is less than the amount payable in respect of such Secured Securities following such realisation or enforcement, such shortfall shall be irrevocably guaranteed by BNPP.] [On enforcement of the security interest with respect to the Collateral Pool, the Collateral Assets and/or the value realised for any of the Collateral Assets which are sold in connection with the enforcement and delivery will be delivered to the relevant holders of Securities and no shortfall will be calculated [where such Collateral Assets are delivered.]]<br><br>[The amount payable in respect of the Secured Securities following the realisation or enforcement of the security with respect to a Collateral Pool will be the[ Security Value Termination Amount] [Security Value Realisation Proceeds] [Partial Nominal Value Realisation Proceeds] [Nominal Value Amount] [Shortfall Value Amount]<br><br>[The Reference Collateral Assets and/or the value realised for any of the Reference Collateral Assets which are sold in connection with the enforcement and delivery will be delivered to the relevant holders and an amount equal to the Security MTM Termination Amount will be payable to the relevant holders. Following the realisation, or enforcement, of the security with respect to the Collateral Pool if the amount paid to holders of Securities [in respect of the realisation of the MTM Adjustable Assets] [in respect of the marked to market value of the option which BNPP B.V. will enter into in order to hedge its obligations under the Securities] is less than the Security MTM Termination Amount following such [realisation or] enforcement [and payment], such shortfall shall be irrevocably guaranteed by BNPP.]<br><br>**Taxation**<br><br>[*Insert in the case of Notes if No-Gross up is not applicable:*<br><br>[*In the case of Notes issued by BNPP B.V., insert:*<br><br>All payments in respect of Notes will be made without deduction for or on account of withholding taxes imposed by France or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by BNPP as Guarantor) or the Netherlands or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by BNPP B.V.), unless such deduction or withholding is required by law. In the event that any such deduction is made, the Issuer or, as the case may be, the Guarantor will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted.] |

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| | | [*In the case of Notes issued by BP2F, insert:*<br><br>All payments in respect of Notes will be made without deduction for or on account of withholding taxes imposed by 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 the Guarantor) 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 the event that any such deduction is made, the Issuer or, as the case may be, the Guarantor will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted.]<br><br>[*In the case of Notes issued by BGL, insert:*<br><br>All payments in respect of Notes will be made without deduction for or on account of withholding taxes imposed by Grand Duchy of Luxembourg, the jurisdiction in which the Specified Branch (if any) is located or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Notes and Coupons, unless such deduction or withholding is required by law. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted.]]<br><br>[*Insert if No Gross-up is applicable:* Neither the Issuer [nor the Guarantor] shall be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Note and all payments made by the Issuer [or the Guarantor] shall be made subject to any tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.]<br><br>[*Insert in the case of W&C Securities:*<br><br>The Holder must pay all taxes, duties and/or expenses arising from the exercise and settlement or redemption of the W&C Securities and/or the delivery or transfer of the Entitlement. The Issuer shall deduct from amounts payable or assets deliverable to Holders certain taxes and expenses not previously deducted from amounts paid or assets delivered to Holders, as the Calculation Agent determines are attributable to the W&C Securities.]<br><br>[*In the case of Securities issued by any Issuer*<br><br>Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Note Condition 6, (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant |

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| | | to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Note Condition 6) any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.]<br><br>***Negative pledge***<br><br>[*Insert if BNPP B.V., BNPP or BP2F is the Issuer [or BGL is the Issuer and the Securities are W&C Securities]:*<br><br>The terms of the Securities will not contain a negative pledge provision.]<br><br>[*Insert if BGL is the Issuer [and the Securities are Notes]:*<br><br>The terms of the Notes contain a negative pledge provision. Whilst such Notes or the Coupons relating to them remain outstanding the Issuer undertakes not to create or have outstanding any mortgage, charge, pledge, lien (other than a lien arising solely by operation of law in the ordinary course of business) or other encumbrance, upon or with respect to, the whole or any part of, its present or future property, assets or revenues to secure repayment of, or to secure any guarantee of or indemnity in respect of, any external indebtedness unless such Notes and Coupons are, at the same time, secured equally and rateably therewith, or have the benefit of such other security or other arrangement as shall be approved by an extraordinary resolution of the Noteholders.<br><br>"**external indebtedness**" means any obligation for the repayment of borrowed money in the form of, or represented by, bonds, notes, debentures or other securities (a) that are payable or may be required to be paid in, or by reference to, any currency other than euro which on issue was offered through an international group of banks or financial institutions as to more than 50 per cent. in issue amount outside Belgium and Luxembourg; and (b) that are, or are capable of being, quoted, listed or ordinarily traded on any stock exchange, automated trading system, over-the-counter or other securities market.]<br><br>***Events of Default***<br><br>[*Insert in the case of Notes:*<br><br>The terms of the Notes will contain events of default including non-payment, non-performance or non-observance of the Issuer's [or Guarantor's] obligations in respect of the Securities; the insolvency or winding up of the Issuer or [Guarantor]; [*Insert where BP2F is the Issuer*: default by the Issuer or Guarantor in payment on other loan indebtedness of or assumed or guaranteed by the Issuer or Guarantor of at least EUR 50,000,000 or its equivalent in any other currency;] [*Insert where BGL is the Issuer*: any mortgage, charge, pledge, lien or encumbrance under all or a material part of the property, assets or revenues of the Issuer becomes enforceable or is |

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| | | enforced or any loan or other indebtedness of the Issuer in respect of monies borrowed or raised (other than pursuant to a fiduciary contract under the Luxembourg law of 27 July 2007 on Trust and Fiduciary Contracts, as amended) becomes due and payable prior to its stated maturity (other than at the option of the Issuer or the creditor) or the Issuer fails to make any due payment in respect thereof or default is made by the Issuer in respect thereof or any guarantee or indemnity in respect thereof if the aggregate amount of such loan or other indebtedness is equal or greater than EUR 15,000,000 or its equivalent in any other currency].]<br><br>[*Insert in the case of W&C Securities which are not Secured Securities:*<br><br>The terms of the Securities will not contain events of default.]<br><br>[*Insert in the case of W&C Securities which are Secured Securities:*<br><br>The events of default relating to the Secured Securities are described in this Element C.8 under the heading "Secured Securities".]<br><br>***Meetings***<br><br>[The terms of the Securities will contain provisions for calling meetings of holders of such Securities 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.]<br><br>[*In the case of French law W&C Securities:* [The Holders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *masse* (the "***Masse***").] / [The Holders shall not be grouped in a *masse*.]]<br><br>***Governing law***<br><br>[*Insert in the case of Notes:*<br><br>The Note Agency Agreement (as amended, supplemented and/or restated from time to time), the Deed of Covenant (as amended, supplemented and/or restated from time to time), the Guarantees in respect of the Notes, the Notes, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with the Note Agency Agreement (as amended, supplemented and/or restated from time to time), the Deed of Covenant (as amended, supplemented and/or restated from time to time), the Guarantees, the Notes (except as aforesaid), the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law.]<br><br>[*Insert in the case of English law W&C Securities:*<br><br>The W&C Securities, the English Law Agency Agreement (as amended or supplemented from time to time)[, the Related Guarantee in respect of the W&C Securities] and any non-contractual obligations arising out of or in |

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| | | connection with the W&C Securities, the English Law Agency Agreement (as amended or supplemented from time to time)[ and the Guarantee in respect of the W&C Securities] will be governed by and shall be construed in accordance with English law.]<br><br>[*Insert in the case of French law W&C Securities:*<br><br>The Securities, the French Law Agency Agreement (as amended or supplemented from time to time) [and the BNPP French Law Guarantee] are governed by, and construed in accordance with, French law, and any action or proceeding in relation thereto shall be submitted to the jurisdiction of the competent courts in Paris within the jurisdiction of the Paris Court of Appeal (*Cour d'Appel de Paris*). BNPP B.V. elect domicile at the registered office of BNP Paribas currently located at 16 boulevard des Italiens, 75009 Paris.]<br><br>[*Insert where the Buy-back Provisions are applicable:*<br><br>***Buy-back Provisions***<br><br>Pursuant to the market making agreement dated 11 April 2014 entered into between BNPP B.V. and BNP Paribas Arbitrage S.N.C., BNP Paribas Arbitrage S.N.C. undertakes, subject to normal market conditions prevailing at such time, to buy-back the Certificates. The Purchase Price of the Certificates will be calculated in accordance with the following formula:<br><br>*(Insert the formula set out in Section 17 of the General Information section or insert any other applicable formula and any applicable provisions).*] |
| **C.9** | Interest/Redemption | [***Interest***<br><br>[*Insert in the case of Warrants or non-interest bearing Notes and Certificates:* The Securities do not bear or pay interest [*insert in the case of Notes and Certificates sold at a discount to their nominal amount:* and will be offered and sold at a discount to their nominal amount].]<br><br>[The Securities [[bear/pay] interest][pay a premium amount] [from their date of issue/from [●]] at the fixed rate of [●] per cent. per annum. [The yield of the [Notes ][Certificates] is [●] per cent.] [Interest][Premium amounts] will be paid [annually] [in arrear] on [●] in each year. The first [interest][premium amount] payment will be made on [●].]<br><br>[The Securities [[bear/pay] interest][pay a premium amount] [from their date of issue/from [●]] at floating rates calculated by reference to [*specify reference rate for Securities being issued*] [plus/minus] a margin of [●] per cent. [Interest][Premium amounts] will be paid [quarterly/semi-annually/annually] [in arrear] on [●] in each year[, subject to adjustment for non-business days]. The first [interest][premium amount] payment will be made on [●].] |

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| | | [The Securities [[bear/pay] interest][pay a premium amount] [from their date of issue/from [●]] at [a structured rate calculated by reference to [*insert underlying*] (the "**Underlying Reference(s)**")]. [Interest][Premium Amounts] will be paid [quarterly/semi-annually/annually] [in arrear] on [●] in each year. The first [interest][premium amount] payment will be made on [●].<br><br>The [interest][premium amount] rate is calculated as set out below:<br><br>**[SPS Fixed Coupon]**<br><br>**[SPS Variable Amount Coupon]**<br><br>**[Digital Coupon]**<br><br>**[Snowball Digital Coupon]**<br><br>**[Accrual Digital Coupon]**<br><br>**[Stellar Coupon]**<br><br>**[Cappuccino Coupon]**<br><br>**[Ratchet Coupon]**<br><br>**[Driver Coupon]**<br><br>**[Nova Coupon]**<br><br>**[Sum Coupon]**<br><br>**[Option Max Coupon]**<br><br>**[FX Vanilla Coupon]**<br><br>**[FI Digital Coupon]**<br><br>**[FX Digital Coupon]**<br><br>**[Range Accrual Coupon]**<br><br>**[FX Range Accrual Coupon]**<br><br>**[FX Memory Coupon]**<br><br>**[Combination Floater Coupon]**<br><br>**[PRDC Coupon]**<br><br>**[FI Digital Floor Coupon]**<br><br>**[FI Digital Cap Coupon]**<br><br>**[FI Target Coupon]** |

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| | | [*Insert if Coupon Switch is applicable:* If [the Issuer, in its sole and absolute discretion, elects that the [rate of interest][premium amount rate] be amended][an Automatic Coupon Switch Event occurs], the [rate of interest][premium amount rate] of the Securities will be amended and on and after the Coupon Switch Date [notified to investors] [immediately following the occurrence of the Automatic Coupon Switch Event] the Securities will [[bear/pay] interest][pay a premium amount] at [*specify rate*].<br><br>[In respect of each [Note of a nominal amount equal to the Calculation Amount][Certificate], an Additional Switch Coupon Amount of [*specify*] will be payable on the Interest Payment Date specified in the applicable Final Terms as the Automatic Switch Coupon Payment Date.]<br><br>["**Automatic Coupon Switch Event**" means [*specify*].]<br><br>"**Coupon Switch Date(s)**" means [*specify*].]<br><br>[*Insert in the case of Credit Notes or Credit Certificates if applicable:*<br><br>If an Event Determination Date (being the occurrence of a credit event and satisfaction of certain conditions) occurs in respect of any Reference Entity [in the relevant Reference Portfolio], interest will cease to accrue on the relevant portion of each Credit Security (corresponding to a pro rata share per Credit Security of the [reference entity notional amount] [writedown amount] of the affected Reference Entity) with effect from and including the [[interest period end date] [interest payment date] immediately preceding such Event Determination Date or, in the case of the first interest period, the interest commencement date] [Event Determination Date].<br><br>[The above provisions are subject to adjustment as provided in the conditions of the Securities to take into account events in relation to the Underlying Reference or the Securities. This may lead to adjustments being made to the Securities [or, in some cases, the Securities being terminated early at an early redemption amount (see below)].]<br><br>[*Insert in the case of Dual Currency Interest Notes:*<br><br>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.]*<br><br>The above provisions are subject to adjustment as provided in the conditions of the Notes to take into account events in relation to the Specified 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 |

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| | | 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.]<br><br>***Redemption***<br><br>Unless previously redeemed or cancelled, each Security will be redeemed on [●] [at [par]/[[●] per cent of its nominal amount]][as set out in Element C.18].<br><br>[*Insert if Payout Switch is applicable:* If [the Issuer, in its sole and absolute discretion, elects that the [redemption/payment Basis] [Final Payout] be amended][an Automatic Payout Switch Event occurs], the [redemption/payment Basis] [Final Payout] of the Securities will be amended on and after [●] (the "**Payout Switch Date**") to [*specify switched payout*].<br><br>"**Automatic Payout Switch Event**" means [*specify*].]<br><br>[*In the case of Notes, insert:*<br><br>The Notes may be redeemed early for tax reasons at the Early Redemption Amount calculated in accordance with the Conditions. [The Notes may also be redeemed early at the [option of the Issuer] [or] [option of the Noteholders] at the Optional Redemption Amount equal to:<br><br>[Calculation Amount x [●] per. cent]<br><br>[SPS Call Payout [in the case of Notes early redeemed at the option of the Issuer]]<br><br>[SPS Put Payout [in the case of Notes early redeemed at the option of the Noteholders]].]<br><br>[The Notes may also be redeemed early for [*specify any other early redemption option applicable to the Securities being issued*] at [*specify the early redemption amount and any maximum or minimum redemption amounts, applicable to the Securities being issued.*].]<br><br>[*In the case of Warrants, insert:* The Warrants may be cancelled if the performance of the Issuer's obligations under the Warrants has become illegal or by reason of force majeure or act of state it becomes impossible or impracticable for the Issuer to perform its obligations under the Warrants and/or any related hedging arrangements. [The Warrants may also be cancelled for [*specify any other early cancellation provisions applicable to the Securities being issued*] at [*specify the cancellation amount and any maximum or minimum cancellation amounts, applicable to the Securities being issued*]].]<br><br>[*In the case of Certificates, insert:*<br><br>The Certificates may be redeemed early [at the option of the Issuer [or]][ at |

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| | | the option of the Holders] at the Optional Redemption Amount equal to:<br><br>[*specify Optional Redemption Amount*]/<br><br>[Put Payout 2210]<br><br>[Put Payout 2300]<br><br>[SPS Put Payout]<br><br>[Call Payout 2300]<br><br>[SPS Call Payout]<br><br>[The Certificates may also be redeemed early for [*specify any other early redemption option applicable to the Securities being issued*] at [*specify the early redemption amount and any maximum or minimum redemption amounts, applicable to the Securities being issued.*]].]<br><br>[*Insert in the case of Dual Currency Redemption Notes:*<br><br>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 exchange rate is determined and time/date when such exchange rate will be determined.*]<br><br>The above provisions are subject to adjustment as provided in the conditions of the Notes to take into account events in relation to the Specified 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.]<br><br>***Representative of Holders***<br><br>[No representative of the Holders has been appointed by the Issuer.]<br><br>[*In the case of French law W&C Securities*: [The names and addresses of the initial Representative of the *Masse* and its alternate are [●].] / [The Holders shall not be grouped in a *Masse*.]<br><br>Please also refer to item C.8 above for rights attaching to the Securities. |
| **C.10** | Derivative component in the interest payment | [Not Applicable] [Payments of interest in respect of the Securities will be determined by reference to the performance of the Underlying Reference(s). |

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| | | Please also refer to Elements C.9 above and C.15 below.] |
| **C.11** | Admission to Trading | [Application [has been][is expected to be] made by the Issuer (or on its behalf) for the Securities to be admitted to trading on [Euronext Paris]/[the Luxembourg Stock Exchange]/[the Italian Stock Exchange]/[Euronext Brussels]/[NASDAQ OMX Helsinki Ltd.]/[Nordic Growth Market]/[●].]<br><br>[The Securities are not intended to be admitted to trading on any market.] |
| **C.15** | How the value of the investment in the derivative securities is affected by the value of the underlying assets | The [*If the Securities pay interest, insert:* amount payable in respect of [interest][premium amount(s)] and ] [amount payable][assets deliverable] on [redemption][settlement] [is/are] calculated by reference to the Underlying Reference(s). See item C.9 above and C.18 below. |
| **C.16** | Maturity of the derivative Securities | The [Exercise/Redemption/Maturity] Date of the Securities is [●] |
| **C.17** | Settlement Procedure | This Series of Securities is [cash/physically] settled.<br><br>The Issuer [has/does not have] the option to vary settlement. [[The Holder may elect for settlement by way of cash payment or by way of physical delivery.] The Guarantor may vary settlement.] |
| **C.18** | Return on derivative securities | See Element C.8 above for the rights attaching to the Securities.<br><br>[See Element C.9 above for information on [interest][premium amounts].]<br><br>*[If the Securities are Notes, insert:* ***Final Redemption***<br><br>Unless previously redeemed or purchased and cancelled, each Security will be redeemed by the Issuer on the Maturity Date at [*Insert in the case of cash settled Notes:* [●]/[the Final Redemption Amount equal to:]][*Insert in the case of physically settled Notes:* by delivery of the Entitlement Amount, being the quantity of [*specify relevant assets*] (the "**Relevant Assets**") equal to:]]<br><br>[*If the Securities are Certificates, insert:* ***Final Redemption***<br><br>Unless previously redeemed or purchased and cancelled, each Security entitles its holder to receive from the Issuer on the Redemption Date [*Insert in the case of cash settled Certificates:* a Cash Settlement Amount equal to:][*Insert in the case of physically settled Certificates:* the Entitlement, being the quantity of [*specify relevant assets*] (the "**Relevant Assets**") equal to:]]<br><br>[*If the Securities are Warrants, insert:* ***Settlement***<br><br>Each Security entitles its holder, upon due exercise, to receive from the Issuer on the Settlement Date [*Insert in the case of cash settled Warrants:* a Cash Settlement Amount equal to:][*Insert in the case of physically settled Warrants:* the Entitlement, being the quantity of [*specify relevant assets*] (the |

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| | | "**Relevant Assets**") equal to:]]<br><br>[If the Securities are Credit Securities and if an Event Determination Date occurs in respect of any Reference Entity [in the relevant Reference Portfolio], [the relevant portion of] each Credit Security [(corresponding to a pro rata share per Credit Security of the triggered portion of the reference entity notional amount of the affected Reference Entity)] will be redeemed [at its pro rata share of the [Auction Settlement Amount, subject to fallback settlement] [Credit Event Cash Settlement Amount]] [by physical settlement]] [the [outstanding principal or notional amount] [and/or Cash Settlement Amount] of each Credit Security will be reduced by a pro rata share of the related writedown amount of the affected Reference Entity and each Credit Security will be redeemed on the latest credit security settlement date at the remaining [outstanding principal or notional amount per Credit Security] [Cash Settlement Amount per Credit Certificate] [(plus a pro rata share per Credit Security of aggregate incurred recovery amounts (if any) less aggregate unwind costs)]] [*specify other relevant redemption or settlement amount*].<br><br>If no Event Determination Date occurs [in respect of any Reference Entity in the relevant Reference Portfolio], each [[Credit Note] [Credit Certificate] will be redeemed at the [outstanding principal amount per Credit Note] [Cash Settlement Amount per Credit Certificate] [(or the relevant portion thereof)]] [Credit Warrant will become void without payment].]<br><br>***Final Payouts***<br><br>**ETS Final Payouts**<br><br>**[ETS Final Payout 1100]**<br><br>**[ETS Final Payout 1120]**<br><br>**[ETS Final Payout 1200]**<br><br>**[ETS Final Payout 1230/1]**<br><br>**[ETS Final Payout 1230/2]**<br><br>**[ETS Final Payout 1240/1]**<br><br>**[ETS Final Payout 1240/2]**<br><br>**[ETS Final Payout 1240/3]**<br><br>**[ETS Final Payout 1240/4]**<br><br>**[ETS Final Payout 1250/1]**<br><br>**[ETS Final Payout 1250/2]**<br><br>**[ETS Final Payout 1250/3]** |

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| | | **[ETS Final Payout 1250/4]**<br>**[ETS Final Payout 1250/5]**<br>**[ETS Final Payout 1250/6]**<br>**[ETS Final Payout 1250/7]**<br>**[ETS Final Payout 1260/1]**<br>**[ETS Final Payout 1260/2]**<br>**[ETS Final Payout 1300]**<br>**[ETS Final Payout 1320/1]**<br>**[ETS Final Payout 1320/2]**<br>**[ETS Final Payout 1320/3]**<br>**[ETS Final Payout 1340/1]**<br>**[ETS Final Payout 1340/2]**<br>**[ETS Final Payout 1399]**<br>**[ETS Final Payout 2100]**<br>**[ETS Final Payout 2110/1]**<br>**[ETS Final Payout 2110/2]**<br>**[ETS Final Payout 2110/3]**<br>**[ETS Final Payout 2110/4]**<br>**[ETS Final Payout 2200/1]**<br>**[ETS Final Payout 2200/2]**<br>**[ETS Final Payout 2210]**<br>**[ETS Final Payout 2300]**<br>**[ETS Final Payout 2300/1]**<br>**SPS Final Payouts**<br>**[SPS Fixed Percentage Securities]**<br>**[SPS Reverse Convertible Securities]**<br>**[SPS Reverse Convertible Standard Securities]**<br>**[Vanilla Call Securities]** |

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| | | **[Vanilla Call Spread Securities]**<br>**[Vanilla Put Securities]**<br>**[Vanilla Put Spread Securities]**<br>**[Vanilla Digital Securities]**<br>**[Knock-in Vanilla Call Securities]**<br>**[Knock-out Vanilla Call Securities]**<br>**[Asian Securities]**<br>**[Asian Spread Securities]**<br>**[Himalaya Securities]**<br>**[Autocall Securities]**<br>**[Autocall One Touch Securities]**<br>**[Autocall Standard Securities]**<br>**[Certi plus: Booster Securities]**<br>**[Certi plus: Bonus Securities]**<br>**[Certi plus: Leveraged Securities]**<br>**[Certi plus: Twin Win Securities]**<br>**[Certi plus: Super Sprinter Securities]**<br>**[Certi plus: Generic Securities]**<br>**[Certi plus: Generic Knock-in Securities]**<br>**[Certi plus: Generic Knock-out Securities]**<br>**[Ratchet Securities]**<br>**[Sum Securities]**<br>**[Option Max Securities]**<br>**[Stellar Securities]**<br>**[Driver Securities]**<br>**FI payouts**<br>**[FI FX Vanilla Securities]**<br>**[FI Digital Floor Securities]** |

| Element | Title | |
|---|---|---|
| | | **[FI Digital Cap Securities]**<br><br>**[FI Digital Plus Securities]**<br><br>*Entitlement Amount*<br><br>**[Delivery of Worst-Performing Underlying]**<br><br>**[Delivery of Best-Performing Underlying]**<br><br>**[Delivery of the Underlying]**<br><br>**[Parity Entitlement Amount]**<br><br>[*Insert if Delivery of Worst-Performing Underlying, Delivery of Best-Performing Underlying or Delivery of the Underlying is specified:*<br><br>The Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered and in lieu thereof the Issuer will pay an amount equal to the Rounding and Residual Amount.]<br><br>[*If the Securities are Notes or Certificates, insert:* ***Automatic Early Redemption***]/[*If the Securities are Warrants, insert:* ***Automatic Early Expiration***]<br><br>If [on any [Automatic Early Redemption Valuation Date][Automatic Early Expiration Valuation Date]][in respect of an [Automatic Early Redemption Valuation Period][Automatic Early Expiration Valuation Period] an [Automatic Early Redemption Event] [Automatic Early Expiration Event] occurs, the Securities will be [redeemed early] [cancelled] at [the Automatic Early Redemption Amount] [Automatic Early Expiration Payout Amount] on the [Automatic Early Redemption Date] [Automatic Early Expiration Date].<br><br>[*Insert in the case of Notes:* The Automatic Early Redemption Amount in respect of each nominal amount of Notes equal to the Calculation Amount will be [equal to the product of (i) the Calculation Amount and (ii) the sum of [●] (the "**Automatic Early Redemption Percentage**") and [●] (the "**AER Rate**")]/[an amount equal to:]]<br><br>[*Insert in the case of Certificates*: The Automatic Early Redemption Amount will be [equal to (i) the product of [●] (the "**Notional Amount**") and (ii) the sum of [●] (the "**Automatic Early Redemption Percentage**") and [●] (the "**AER Rate**")]/[an amount equal to:]]<br><br>[*Insert in the case of Warrants:* The Automatic Early Expiration Payout Amount will be equal to:]<br><br>**Automatic Early Redemption Payouts**<br><br>**[Automatic Early Redemption Payout 2210/1]**<br><br>**[Automatic Early Redemption Payout 2210/2]** |

| Element | Title | |
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| | | **[Automatic Early Redemption Payouts 1230/1, 1230/2, 1240/1, 1240/2, 1240/3, 1250/2, 1250/3, 1250/5, 1260/1, 1260/2, 1320/2, 1340/1 and 1340/2]**<br><br>**[Automatic Early Redemption Payout 2200/1]**<br><br>**[Automatic Early Redemption Payout 2200/2]]**<br><br>**[SPS Automatic Early Redemption Payout]**<br><br>**[Target Automatic Early Redemption]**<br><br>**[FI Underlying Automatic Early Redemption]**<br><br>**[FI Coupon Automatic Early Redemption]**<br><br>[If the [Automatic Early Redemption Amount][Automatic Early Expiration Amount] is not an amount in [*specify*] (the "**Settlement Currency**"), it will be converted into the Settlement Currency at [*insert exchange rate*].]<br><br>["**Automatic Early Redemption Event**" means [*insert if Target Automatic Early Redemption is applicable:* the Cumulative Coupon is equal to or greater than [*insert the Automatic Early Redemption Percentage*]]/[*insert if FI Underlying Automatic Early Redemption is applicable:* the [*insert for all Underlying References other than a Subject Currency:* Underlying Reference Level][*insert if the Underlying Reference is a Subject Currency:* FX Coupon Performance] is (i) equal to or greater than [*insert Automatic Early Redemption Level 1*] and (ii) less than or equal to [*insert Automatic Early Redemption Level 2*]]/[*insert if FI Coupon Automatic Early Redemption is applicable:* the product of (i) the Rate of Interest and (ii) the Day Count Fraction, in each case in respect of the Current Interest Period is equal to or greater than [*insert Automatic Early Redemption Percentage*]]/[*insert if Standard Automatic Early Redemption and SPS AER Valuation are applicable:* SPS AER Value 1 in respect of [*specify AER Event 1 Underlying(s)*] (the "**AER Event 1 Underlying(s)**") is [greater than]/[greater than or equal to][less than][less than or equal to] [*insert Automatic Early Redemption Level 1*] [*insert if Automatic Early Redemption Event 2 is specified:* and/or SPS AER Value 2 in respect of [*specify AER Event 2 Underlying(s)*] (the "**AER Event 2 Underlying(s)**") is [greater than]/[greater than or equal to][less than][less than or equal to] [*insert Automatic Early Redemption Level 2*]]/[*insert if Standard Automatic Early Redemption is applicable and SPS AER Valuation is not appicable:* [*insert if AER Event 1 Basket is not applicable:* the Underlying Reference Level 1][*insert if AER Event 1 Basket is applicable:* the Basket Price 1] is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] [*insert Automatic Early Redemption Level 1*][*insert if Automatic Early Redemption Event 2 is specified:* and/or [*insert if AER Event 2 Basket is not applicable:* the Underlying Reference Level 2][*insert if AER Event 2 Basket is applicable:* the Basket Price 2] is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] [*insert Automatic Early Redemption Level 2*]]/[an AER |

| Element | Title | |
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| | | Knock-out occurs]/[that at the Observation Time(s) on an Automatic Early Redemption Valuation Date the Observation Price is [less than or equal to][equal to or greater than][ the applicable Security Threshold]]/[*insert if Single Standard Automatic Early Redemption and SPS AER Valuation are applicable*: SPS AER Value is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] [*insert Automatic Early Redemption Level*]]/[*insert if Single Standard Automatic Early Redemption is applicable and SPS AER Valuation is not applicable:* [*insert in the case of a Single Underlying Reference:* the Underlying Reference Level is][*insert in the case of a Basket of Underlying References:* the Basket Price is] [greater than]/[greater than or equal to]/[less than]/[less than or equal to] [*insert Automatic Early Redemption Level*]]]<br><br>["**Automatic Early Expiration Event**" means [[the SPS AER Value]/[*insert in the case of a single Underlying where SPS AER Valuation is not applicable:* Underlying Reference Level]/[*insert in the case of a Basket of Underlyings where SPS AER Valuation is not applicable:* Basket Price] is [greater than]/[greater than or equal to][less than][less than or equal to] [*insert Automatic Early Expiration Level*]]/[an AER Knock-out occurs.]]<br><br>[["**Automatic Early Redemption Valuation Date**"]/["**Automatic Early Expiration Valuation Date**"] means [●], subject to adjustment.]<br><br>[["**Automatic Early Redemption Date**"]/["**Automatic Early Expiration Date**"] means [●], subject to adjustment.]]<br><br>[The above provisions are subject to adjustment as provided in the conditions of the Securities to take into account events in relation to the Underlying Reference or the Securities. This may lead to adjustments being made to the Securities [or, in some cases, the Securities being terminated early at an early redemption amount (see item C.9)].]<br><br>[*Insert in the case of Dual Currency Redemption Notes:*<br><br>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 exchange rate is determined and time/date when such exchange rate will be determined.*]<br><br>The above provisions are subject to adjustment as provided in the conditions of the Notes to take into account events in relation to the Specified 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 |

| Element | Title | |
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| | | time period.] |
| **C.19** | Final reference price of the Underlying | [Not applicable, there is no final reference price of the Underlying.] [The final reference price of the underlying will be determined in accordance with the valuation mechanics set out in [Element C.9] [and] [Element C.18] above] |
| **C.20** | Underlying | [Not applicable, there is no underlying]<br><br>[The Underlying Reference specified in [Element C.9] [and] [Element C.18] above. Information on the Underlying Reference can be obtained from [●]. [*Insert where the Underlying Reference is an Index and Futures Price Valuation applies:* Futures Price Valuation is applicable and the Settlement Price [or First Traded Price] of the Index is determined by reference to the following futures or options contracts relating to such Index: [*specify*]].] |

**Section D – Risks**

| Element | Title | |
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| **D.2** | Key risks regarding the Issuer [and the Guarantor] | [There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Securities issued under the Programme [and the Guarantor's obligations under the Guarantee]].<br><br>[*Insert where BNPP is the Issuer or Guarantor:* Eleven main categories of risk are inherent in BNPP's activities:<br><br>(a) Credit Risk;<br><br>(b) Counterparty Credit Risk;<br><br>(c) Securitisation;<br><br>(d) Market Risk;<br><br>(e) Operational Risk;<br><br>(f) Compliance and Reputation Risk;<br><br>(g) Concentration Risk;<br><br>(h) Banking Book Interest Rate Risk;<br><br>(i) Strategic and Business Risks;<br><br>(j) Liquidity Risk; and<br><br>(k) Insurance subscription Risk.<br><br>Difficult market and economic conditions have had and may continue to have a material adverse effect on the operating environment for financial institutions and hence on BNPP's financial condition, results of operations and cost of risk. |

| Element | Title | |
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| | | BNPP's access to and cost of funding could be adversely affected by a resurgence of the euro-zone sovereign debt crisis, worsening economic conditions, rating downgrades, increases in credit spreads or other factors.<br><br>Significant interest rate changes could adversely affect BNPP's revenues or profitability.<br><br>The soundness and conduct of other financial institutions and market participants could adversely affect BNPP.<br><br>BNPP may incur significant losses on its trading and investment activities due to market fluctuations and volatility.<br><br>BNPP may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns.<br><br>Protracted market declines can reduce liquidity in the markets, making it harder to sell assets and possibly leading to material losses.<br><br>Laws and regulations adopted in response to the global financial crisis may materially impact BNPP and the financial and economic environment in which it operates.<br><br>BNPP is subject to extensive and evolving regulatory regimes in the jurisdictions in which it operates.<br><br>BNPP may incur substantial fines and other administrative and criminal penalties for non-compliance with applicable laws and regulations.<br><br>There are risks related to the implementation of BNPP's strategic plan.<br><br>BNPP may experience difficulties integrating acquired companies and may be unable to realize the benefits expected from its acquisitions.<br><br>Intense competition by banking and non-banking operators could adversely affect BNPP's revenues and profitability.<br><br>A substantial increase in new provisions or a shortfall in the level of previously recorded provisions could adversely affect BNPP's results of operations and financial condition.<br><br>Notwithstanding BNPP's risk management policies, procedures and methods, it could still be exposed to unidentified or unanticipated risks, which could lead to material losses.<br><br>BNPP's hedging strategies may not prevent losses.<br><br>BNPP's competitive position could be harmed if its reputation is damaged.<br><br>An interruption in or a breach of BNPP's information systems may result in material losses of client or customer information, damage to BNPP's reputation and lead to financial losses. |

| Element | Title | |
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| | | Unforeseen external events may disrupt BNPP's operations and cause substantial losses and additional costs.]<br><br>[*Insert where BNPP B.V. is the Issuer:*<br><br>The following risk factors relate to BNPP B.V.: BNPP B.V. is an operating company. BNPP B.V.'s sole business is the raising and borrowing of money by issuing securities such as Notes, Warrants or Certificates or other obligations. BNPP B.V. has, and will have, no assets other than hedging agreements (OTC contracts mentioned in the Annual Reports), cash and fees payable to it, or other assets acquired by it, in each case in connection with the issue of securities or entry into other obligations related thereto from time to time. BNPP B.V. has a small equity and limited profit base. The net proceeds from each issue of Securities issued by the Issuer will become part of the general funds of BNPP B.V. BNPP B.V. uses such proceeds to hedge its market risk by acquiring hedging instruments from BNP Paribas and BNP Paribas entities and/or, in the case of Secured Securities, to acquire Collateral Assets. The ability of BNPP B.V. to meet its obligations under securities issued by it will depend on the receipt by it of payments under the relevant hedging agreements. Consequently, Holders of BNPP B.V. Securities will, subject to the provisions of the relevant Guarantee issued by BNP Paribas, be exposed to the ability of BNP Paribas and BNP Paribas entities to perform their obligations under such hedging agreements. ]<br><br>*[Insert where BGL is the Issuer:*<br><br>The following risk factors relate to the business of BGL:<br><br>(a) Difficult market and economic conditions could in the future have a material adverse effect on the operating environment for financial institutions and hence on BGL's financial condition, results of operations and cost of risk.<br><br>(b) Legislative action and regulatory measures taken in response to the global financial crisis may materially impact BGL and the financial and economic environment in which it operates.<br><br>(c) BGL'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 or other factors.<br><br>(d) A substantial increase in new provisions or a shortfall in the level of previously recorded provisions could adversely affect BGL's results of operations and financial condition.<br><br>(e) BGL may incur significant losses on its trading and investment activities due to market fluctuations and volatility. |

| Element | Title | |
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| | | (f) BGL may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns.<br><br>(g) Protracted market declines can reduce liquidity in the markets, making it harder to sell assets and possibly leading to material losses.<br><br>(h) Significant interest rate changes could adversely affect BGL's revenues or profitability.<br><br>(i) The soundness and conduct of other financial institutions and market participants could adversely affect BGL.<br><br>(j) BGL's competitive position could be harmed if its reputation is damaged.<br><br>(k) An interruption in or a breach of BGL's information systems may result in lost business and other losses.<br><br>(l) Unforeseen external events can interrupt BGL's operations and cause substantial losses and additional costs.<br><br>(m) BGL is subject to extensive and evolving regulatory regimes in the countries and regions in which it operates.<br><br>(n) Notwithstanding BGL's risk management policies, procedures and methods, it could still be exposed to unidentified or unanticipated risks, which could lead to material losses.<br><br>(o) BGL's hedging strategies may not prevent losses.<br><br>(p) Risks and uncertainties connected to the integration and optimization of the operations of BGL following its acquisition by BNP Paribas.<br><br>(q) Intense competition in the financial services industry could adversely affect BGL revenues and profitability.<br><br>(r) Litigation or other proceedings or actions may adversely affect BGL's business, financial condition and results of operations.<br><br>(s) A deterioration of the credit rating of BNP Paribas or its debt quality could adversely affect BGL.<br><br>(t) While each of BGL's businesses manages its operational risks, these risks remain an inherent part of all of BGL's businesses.<br><br>(u) BGL has significant counterparty risk exposure and exposure to systemic risks.<br><br>(v) Uncertainty linked to fair value accounting and use of estimates.] |

| Element | Title | |
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| | | *[Insert where BP2F is the Issuer:*<br><br>The following is a summary of some of the additional investment considerations relating to the business of BP2F:<br><br>(a) The primary credit protection for Securities issued by BP2F will derive from the guarantees given by BNPPF.<br><br>(b) 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.<br><br>(c) BP2F's ability to make payments under the Securities may depend on the operating performance of those companies to which the proceeds of the Securities are lent.<br><br>(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 Securities which it issues.<br><br>(e) During deteriorating or challenging economic conditions BP2F may find it difficult to raise further finance.<br><br>(f) Transfer pricing tax rules in Luxembourg generate additional costs, which may vary from time to time.] |
| | | *[Insert where BNPPF is the Guarantor:*<br><br>The following is a summary of some of the investment considerations relating to the business of BNPPF:<br><br>(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.<br><br>(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.<br><br>(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 or other factors.<br><br>(d) The soundness and conduct of other financial institutions and market participants could adversely affect BNPPF. |

| Element | Title | |
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| | | (e) BNPPF may incur significant losses on its trading and investment activities due to market fluctuations and volatility.<br><br>(f) 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.<br><br>(g) BNPPF may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns.<br><br>(h) BNPPF's hedging strategies may not prevent losses.<br><br>(i) Significant interest rate changes could adversely affect BNPPF's revenues or profitability.<br><br>(j) Protracted market declines can reduce liquidity in the markets, making it harder to sell assets and possibly leading to material losses.<br><br>(k) Notwithstanding BNPPF's risk management policies, procedures and methods, it could still be exposed to unidentified or unanticipated risks, which could lead to material losses.<br><br>(l) While each of BNPPF's businesses manages its operational risks, these risks remain an inherent part of all of BNPPF's businesses.<br><br>(m) BNPPF has significant counterparty risk exposure and exposure to systemic risks.<br><br>(n) BNPPF's competitive position could be harmed if its reputation is damaged.<br><br>(o) An interruption in or a breach of BNPPF's information systems may result in lost business and other losses.<br><br>(p) Litigation or other proceedings or actions may adversely affect BNPPF's business, financial condition and results of operations.<br><br>(q) Uncertainty linked to fair value accounting and use of estimates.<br><br>(r) A deterioration of the credit rating of BNP Paribas of its debt quality could adversely affect BNPPF.<br><br>(s) Unforeseen external events can interrupt BNPPF's operations and cause substantial losses and additional costs.<br><br>(t) BNPPF is subject to extensive and evolving regulatory regimes in the countries and regions in which it operates.<br><br>(u) Intense competition in the financial services industry could adversely affect BNPPF revenues and profitability.] |

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| **D.3** | Key risks regarding the Securities | There are certain factors which are material for the purposes of assessing the market risks associated with Securities issued under the Programme, including that [Securities (other than Secured Securities) are unsecured obligations,][Securities including leverage involve a higher level of risk and whenever there are losses on such Securities those losses may be higher than those of a similar security which is not leveraged,] [[Bull and Bear Certificates (ETS Payout 2300)]/[Bull and Bear Warrants (ETS Payout 2300/1)] are designed for short term trading only because they are valued on the basis of their compounded daily performance] [the trading price of the Securities is affected by a number of factors including, but not limited to, (in respect of Securities linked to an Underlying Reference) 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 Securities may be below the Final Redemption Amount or Cash Settlement Amount or value of the Entitlement,][exposure to the Underlying Reference in many cases will be achieved by the relevant Issuer entering into hedging arrangements and, in respect of Securities 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 Securities,][the collateral associated with one or more series of Secured Securities may be insufficient to remove a Holder's credit risk on the Issuer,][ the Securities may have a minimum trading amount and if, following the transfer of any Securities, a Holder holds fewer Securities than the specified minimum trading amount, such Holder will not be permitted to transfer their remaining Securities prior to expiration or redemption, as applicable, without first purchasing enough additional Securities in order to hold the minimum trading amount,][limitations on the exercise of Warrants may mean that a Holder is not able to exercise all the Warrants that it desires to exercise on a particular date where the Issuer has the option to limit the number of Warrants exercisable on any date or may be required to sell or purchase Warrants (incurring transaction costs in each case) in order to realise its investment where a minimum number of Warrants must be exercised,][in the case of Warrants, changes in the Cash Settlement Amount during the time lag between a Holder giving instructions to exercise and determination of the Cash Settlement Amount could decrease the Cash Settlement Amount,][if so indicated in the Final Terms the Issuer may, in its sole and absolute discretion, elect to vary the settlement of the Securities,][Open End Certificates and OET Certificates do not have any pre-determined maturity and may be redeemed on any date determined by the relevant Issuer, in its sole and absolute discretion and investment in such Open End Certificates and OET Certificates entails additional risks compared with other Certificates due to the fact that the redemption date cannot be determined by the investor,][settlement may be postponed following the occurrence or existence of a Settlement Disruption Event and, in these circumstances, the Issuer may pay a Disruption Cash Settlement Price (which may be less than the fair market value of the Entitlement) in lieu of delivering the Entitlement,][the |

| Element | Title | |
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| | | occurrence of an additional disruption event or optional additional disruption event may lead to an adjustment to the Securities, cancellation (in the case of Warrants) or early redemption (in the case of Notes and Certificates) 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 Securities,] [in certain circumstances settlement may be postponed or payments made in USD if the Settlement Currency specified in the applicable Final Terms is not freely transferable, convertible or deliverable] [expenses and taxation may be payable in respect of the Securities,][the Securities may be cancelled (in the case of Warrants) or redeemed (in the case of Notes and Certificates) in the case of illegality or impracticability and such cancellation or redemption may result in an investor not realising a return on an investment in the Securities,][the meetings of Holders provisions permit defined majorities to bind all Holders,][any judicial decision or change to an administrative practice or change to English law or French law, as applicable, after the date of the Base Prospectus could materially adversely impact the value of any Securities affected by it,][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 Securities,][ certain conflicts of interest may arise (see Element E.4 below),][the only means through which a Holder can realise value from the Security prior to its Exercise Date, Maturity Date or Redemption Date, as applicable, is to sell it at its then market price in an available secondary market and that there may be no secondary market for the Securities (which could mean that an investor has to exercise or wait until redemption of the Securities to realise a greater value than its trading value)][, an active secondary market may never be established or may be illiquid and this may adversely affect the value at which an investor may sell its Securities (investors may suffer a partial or total loss of the amount of their investment)]. [BNP Paribas Arbitrage S.N.C. is required to act as market-maker in respect of the Securities. BNP Paribas Arbitrage S.N.C. will endeavour to maintain a secondary market throughout the life of the Securities, subject to normal market conditions and will submit bid and offer prices to the market. The spread between bid and offer prices may change during the life of the Securities. However, during certain periods, it may be difficult, impractical or impossible for BNP Paribas Arbitrage S.N.C. to quote bid and offer prices, and during such periods, it may be difficult, impracticable or impossible to buy or sell these Securities. This may, for example, be due to adverse market conditions, volatile prices or large price fluctuations, a large marketplace being closed or restricted or experiencing technical problems such as an IT system failure or network disruption.] [At the commencement of the offer period, the [fixed Rate of Interest,] [Minimum Interest Rate] [Maximum Interest Rate] [Margin] [Gearing] [Gearing Up] [FR Rate] [AER Exit Rate] [Bonus Coupon] [Constant Percentage [1][2][3][4]] [Knock-in Level] [Knock-out Level] will not be known but the Final Terms will specify an indicative range. Prospective investors are required to make |

| Element | Title | |
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| | | their decision to purchase the Securities on the basis of that indicative range prior to the actual [Rate of Interest][Minimum Interest Rate][Maximum Interest Rate][Margin][Gearing][Gearing Up][FR Rate][AER Exit Rate][Bonus Coupon][Constant Percentage [1][2][3][4]] [Knock-in Level][Knock-out Level] which will apply to the Securities being notified to them. Notice of the actual rate, level or percentage, as applicable, will be published in the same manner as the publication of the Final Terms.]<br><br>[*insert in the case of Dual Currency Notes:* 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 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], 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.]<br><br>In addition, there are specific risks in relation to Securities which are linked to an Underlying Reference (including Hybrid Securities) and an investment in such Securities will entail significant risks not associated with an investment in a conventional debt security. Risk factors in relation to Underlying Reference linked Securities include: [*Insert in the case of Index Securities*: exposure to one or more index, adjustment events and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Securities][*Insert in the case of Share Securities:* exposure to one or more share, similar market risks to a direct equity investment, global depositary receipt ("**GDR**") or American depositary receipt ("**ADR**"), potential adjustment events or extraordinary events affecting shares and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Securities][*Insert in the case of Commodity Securities*: exposure to one or more commodity and/or commodity index, similar market risks to a direct commodity investment, market disruption and adjustment events which may have an adverse effect on the value or liquidity of the Securities, delays to the determination of the final level of a commodity index resulting in delays to the payment of the Cash Settlement Amount, Redemption Amount, Final Redemption Amount, as applicable][*Insert in the case of ETI Securities*: exposure to one or more interests in an exchange traded fund, exchange traded note, exchange traded commodity or other exchange traded product |

| Element | Title | |
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| | | (each an "**exchange traded instrument**"), similar market risks to a direct exchange traded instrument investment, that the amount payable on ETI Securities may be less and in certain circumstances may be significantly less than the return from a direct investment in the relevant ETI(s), potential adjustment events or extraordinary events affecting exchange traded instruments and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Securities][*Insert in the case of Inflation Index Securities*: exposure to an inflation index and adjustments][*Insert in the case of Currency Securities*: exposure to a currency, similar market risks to a direct currency investment and market disruption][*Insert in the case of Fund Securities*: exposure to a fund share or unit, similar risks to a direct fund investment, that the amount payable on Fund Securities may be less than the amount payable from a direct investment in the relevant Fund(s), extraordinary fund events which may have an adverse effect on the value or liquidity of the Securities][*Insert in the case of Futures Securities*: exposure to a futures contract, similar market risks to a direct futures contract investment, market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Securities][*Insert in the case of Credit Securities*: exposure to the credit of one or more reference entities][*Insert in the case of Underlying Interest Rate Securities*: exposure to an underlying interest or CMS rate][*Insert in the case of Preference Share Certificates*: exposure to a preference share and preference share issuer, that investors risk losing all or a part of their investment if the value of the preference shares does not move in the anticipated direction, that the Preference Share Certificates may be early redeemed in certain circumstances][*Insert in the case of Debt Securities*: exposure to a debt instrument, similar market risks to a direct debt instrument investment and market disruption][*Insert in the case of Debt Securities or Index Securities where Futures Price Valuation is applicable*: exposure to a futures or options contract relating to [*Insert in the case of Debt Securities*: a synthetic debt instrument][*Insert in the case of Index Securities*: an index], similar market risks to a direct investment in such futures or options contract and market disruption][and that the Issuer will not provide post-issuance information in relation to the Underlying Reference].<br><br>[Furthermore there are specific risks in relation to Securities 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). Securities traded in emerging or developing countries tend to be less liquid and the prices of such securities more volatile.] [There are also specific risks in relation to Dynamic Securities which are intrinsically more complex making their evaluation difficult in terms of risk at the time of the purchase as well as thereafter.] |

| Element | Title | |
|---|---|---|
| | | [*Insert if FX Settlement Disruption applies to the Securities*: 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 Securities in the Settlement Currency specified in the applicable Final Terms. In these circumstances the payments of principal and/or interest may occur at a different time than expected and be made in USD and the market price of such Securities may be volatile.].<br><br>[In certain circumstances Holders may lose the entire value of their investment.]<br><br>[*Summarise any further risks from the Risk Factors section of the Base Prospectus relevant to a specific issue of Securities*.]] |
| **D.6** | Risk warning | [See Element D.3 above.]<br><br>In the event of the insolvency of the Issuer or if it is otherwise unable or unwilling to repay the Securities when repayment falls due, an investor may lose all or part of his investment in the Securities.<br><br>[*In the case of guaranteed Securities insert:*<br><br>If the Guarantor is unable or unwilling to meet its obligations under the Guarantee when due, an investor may lose all or part of his investment in the Securities.]<br><br>[*In the case of Securities which are not principal protected insert:*<br><br>In addition, investors may lose all or part of their investment in the Securities as a result of the terms and conditions of the Securities.] |

**Section E – Offer**

| Element | Title | |
|---|---|---|
| **E.2b** | Reasons for the offer and use of proceeds | [*Insert in the case of Securities issued by BNPP B.V. or BNPP:*<br><br>The net proceeds from the issue of the Securities will become part of the general funds of the Issuer. Such proceeds may be used to maintain positions in options or futures contracts or other hedging instruments]<br><br>[*Insert in the case of Securities issued by BP2F:*<br><br>The net proceeds from each issue of Securities by BP2F will be applied by BP2F for its general corporate purposes.]<br><br>[*Insert in the case of Securities issued by BGL:* The net proceeds from the issue of the Securities will be applied by the Issuer for its general corporate purposes, which include making a profit.]<br><br>[*specify other*]. |
| **E.3** | Terms and conditions of the offer | [This issue of Securities is being offered in a Non-Exempt Offer in [*specify particular country/ies*].] [Not applicable – the Securities are not being offered to the public as part of a Non-exempt Offer.]<br><br>The issue price of the Securities is [●] per cent. of their nominal amount [which will be payable in [*insert Settlement Currency*] calculated by reference to [*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.*]] |
| **E.4** | Interest of natural and legal persons involved in the issue/offer | [The Managers will be paid aggregate commissions equal to [●] per cent. of the [nominal amount] [issue price] of the Securities.] [Any Manager 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, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business.]<br><br>[Other than as mentioned above,[ and save for [*specify any other interest that is material*],] so far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the offer, including conflicting interests.] |
| **E.7** | Expenses charged to the investor by the Issuer | No expenses are being charged to an investor by the Issuer. |

## RISK FACTORS

*Prospective purchasers of the Securities offered hereby should consider carefully, among other things and in light of their financial circumstances and investment objectives, all of the information in this Base Prospectus and, in particular, the risk factors set forth below (which each Issuer, in its reasonable opinion, believes represents or may represent the risk factors known to it which may affect such Issuer's ability to fulfil its obligations under the Securities) in making an investment decision. Investors may lose the value of their entire investment in certain circumstances.*

Terms used in this section and not otherwise defined have the meanings given to them in the relevant Conditions.

### Risks Relating to BNPP and its Industry

See Chapter 5 ("Risks and Capital Adequacy") of the BNPP 2014 Registration Document (as defined below) which is incorporated by reference in this Base Prospectus and which discloses all material risks relating to BNPP's ability to fulfil its obligations under the Securities.

### Risk Factors Relating to BNPP B.V.

BNPP B.V. is an operating company. BNPP B.V.'s sole business is the raising and borrowing of money by issuing securities such as Notes, Warrants or Certificates or other obligations. BNPP B.V. has, and will have, no assets other than hedging agreements (OTC contracts mentioned in the Annual Reports), cash and fees payable to it, or other assets acquired by it, in each case in connection with the issue of securities or entry into other obligations related thereto from time to time. BNPP B.V. has a small equity and limited profit base. The net proceeds from each issue of securities issued by BNPP B.V. will become part of the general funds of BNPP B.V. BNPP B.V. uses such proceeds to hedge its market risk by acquiring hedging instruments from BNP Paribas and BNP Paribas entities and/or, in the case of Secured Securities, to acquire Collateral Assets. The ability of BNPP B.V. to meet its obligations under securities issued by it will depend on the receipt by it of payments under the relevant hedging agreements. Consequently, Holders of BNPP B.V. securities will, subject to the provisions of the Guarantee issued by BNP Paribas, be exposed to the ability of BNP Paribas and BNP Paribas entities to perform their obligations under such hedging agreements.

### Risk Factors Relating to BP2F

*Investment considerations relating to the business of BP2F*

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. Investors are, therefore, also exposed to the operating performance of the operating companies to which BP2F may lend 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 requesting of a new APA for the period beginning after 2016 could result in a different pricing for the securities and could thus generate additional costs, which may vary from time to time. 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 below 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.

**Risk Factors Relating to BNPPF**

*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). BNPPF could be confronted with a significant deterioration of market and economic conditions resulting, among other things, from crises affecting capital, credit or liquidity markets, regional or global recessions, sharp fluctuations in commodity prices (including oil), currency exchange rates or interest rates, inflation or deflation, sovereign debt rating downgrades, restructurings or defaults, or adverse geopolitical events (such as natural disasters, acts of terrorism and military conflicts). Market disruptions and sharp economic downturns, 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.

European markets have recently experienced significant disruptions as a result of concerns regarding the ability of certain countries in the eurozone to refinance their debt obligations and of the financial assistance provided to certain European Union member states. These disruptions have contributed to 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 near-term economic prospects of countries in the European Union as well as the quality of bank loans to sovereign debtors in the European Union.

BNPPF holds and in the future may hold substantial portfolios of sovereign debt obligations issued by the governments of, and has and may in the future have substantial amounts of loans outstanding to borrowers in, certain of the countries that have been most significantly affected by the current crisis. BNPPF is also active in the interbank financial market and as a result, is indirectly exposed to risks relating to the sovereign debt held by the financial institutions with which it does business. More generally, the sovereign debt crisis has had, and may continue to have, an indirect impact on financial markets and, increasingly, economies, in Europe and worldwide, and therefore on the environment in which BNPPF operates.

If economic conditions in Europe or in other parts of the world were to deteriorate, particularly in the context of an exacerbation of the sovereign debt crisis (such as a sovereign default), BNPPF could be required to record additional impairment charges on its sovereign debt holdings or record further losses on sales thereof, and the resulting market and political disruptions could have a significant adverse impact on the credit quality of BNPPF's customers and financial institution counterparties, on market parameters such as interest rates, currency exchange rates and stock market indices, and on BNPPF's liquidity and ability to raise financing on acceptable terms.

*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*

Legislation and regulations recently have been enacted or proposed with a view to introduce a number of changes, some permanent, in the global financial environment. While the objective of these new measures is to avoid a recurrence of the financial crisis, the impact of the new measures could be to change 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, taxes on financial transactions, restrictions and taxes on employee compensation over specified levels, limits on the types of activities that commercial banks can undertake (particularly proprietary trading and, potentially, investment banking activities more generally), restrictions on certain types of financial products such as derivatives, and the creation of new and strengthened regulatory bodies.

Certain measures that have been or are in the process of being adopted, and will be applicable to BNPPF, (prudential frameworks such as Basel 3 and Capital Requirements Directive 4, the requirements in relation to them announced by the European Banking Authority) will increase BNPPF's regulatory capital and liquidity requirements and may limit its permissible leverage. Ensuring and maintaining compliance with these measures in the future may lead BNPPF to take various actions, such as further reducing its balance sheet or bolstering its capital base, that could affect its financial condition and results of operations.

Some of the new regulatory measures are proposals that are under discussion and that are subject to revision, and would in any case need adaptation to each country's regulatory framework by national regulators. As a result, it is not possible to predict which proposed new measures will ultimately be adopted, what their final form will be or what impact they will have on BNPPF. Depending on the nature and scope of regulatory measures that are ultimately adopted, they could (in addition to having the effects noted above) affect BNPPF's ability to conduct (or impose limitations on) certain types of activities, its ability to attract and retain talent (particularly in its investment banking and financing businesses) and more generally its competitiveness and profitability, which would in turn have an adverse effect on its business, financial condition, and results of operations. Finally, it is difficult to predict what impact these measures might have on financial market conditions. It is conceivable that they could trigger or exacerbate future financial crises, particularly if they required significantly enhanced disclosure of risks or problem loan exposures that could be misinterpreted by investors, hence heightening their concern about banks and therefore restricting their sources of financing.

*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 or other factors.*

The Euro-zone sovereign debt crisis as well as the general macroeconomic environment adversely affected the availability and cost of funding for European banks in 2011. 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.

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

*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. 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 uses its best efforts 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 increases in non-performing assets or for other reasons, as was the case in the second half of 2008 and throughout 2009. 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 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. 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, in any of those markets, a market upturn could expose it to potentially unlimited losses as it attempts to cover its net short positions by acquiring assets in a rising market.

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

Market downturn can lead to a decline in the volume of transactions that BNPPF executes for its clients and, therefore, to a decline in its net banking income from this activity. 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.

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.

*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.

*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. 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.

*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, have led 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. Many of these transactions expose BNPPF to credit risk in the event of default of a group of BNPPF's counterparties or clients. In addition, BNPPF's credit risk may be exacerbated when the collateral held by it cannot be realized upon or is liquidated at prices not sufficient to recover the full amount of the loan or derivative exposure due to BNPPF.

In addition, 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 summarized above will not materially and adversely affect BNPPF's results of operations.

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

In the highly competitive environment arising from globalization 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 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. 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.

*An interruption in or a breach of BNPPF's information systems may result in lost business and other losses.*

As with most other banks, BNPPF relies heavily on communications and information systems to conduct its business. 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 organization 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 could have an adverse effect on BNPPF's financial condition and results of operations.

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

Unforeseen events such as political and social unrest, severe natural disasters, terrorist attacks or other states of emergency could lead to an abrupt interruption of BNPPF's operations and, to the extent not covered by insurance, could cause substantial losses. Such losses can relate to property, financial assets, trading positions and key employees. Such unforeseen events could also lead to additional costs (such as relocation of employees affected) and increase BNPPF's costs (particularly insurance premiums).

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

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 legal or regulatory requirements. Besides damage to BNPPF's reputation and private rights of action, noncompliance could lead to significant fines, 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.

More generally, 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;
- changes in tax legislation or the application thereof;

- changes in accounting norms;
- changes in rules and procedures relating to internal controls; and
- expropriation, nationalization, 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.

*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 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 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 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 losses could therefore be significantly greater than the historical measures indicate. In addition, BNPPF quantified modeling does not take all risks into account. Its more qualitative approach to managing certain risks could prove insufficient, exposing it to material unanticipated losses.

*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. 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.

*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, new lower-cost competitors may enter the market, which may not be subject to the same capital or regulatory requirements or may have other inherent regulatory advantages and, therefore, may be able to offer their products and services on more favourable terms. It is also possible that the increased presence in the global marketplace of nationalized 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.

*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 entities 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. Investigation is still ongoing. 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 litigations and/or investigations might also have an impact on BNPPF.

More information on these litigations and investigations can be found under Note 8.m. (*Contingent assets and liabilities*) on pages 213 to 215 of the 2014 annual report of BNP Paribas Fortis for the year ended December 2014 as well as in the "Description of BNPPF" below.

*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.

*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.

*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.

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.

*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 categorizations 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.

**Risk Factors Relating to BGL**

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

As part of a global financial institution, BGL's businesses can be highly sensitive to changes in the financial markets and economic conditions generally in Europe (especially in Luxembourg and Belgium ). BGL could be confronted with a significant deterioration of market and economic conditions resulting, among other things, from crises affecting capital, credit or liquidity markets, regional or global recessions, sharp fluctuations in commodity prices (including oil), currency exchange rates or interest rates, inflation or deflation, sovereign debt rating downgrades, restructurings or defaults, or adverse geopolitical events (such as natural disasters, acts of terrorism and military conflicts). Market disruptions and sharp economic downturns, 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 BGL's financial condition, results of operations or cost of risk.

European markets have recently experienced significant disruptions as a result of concerns regarding the ability of certain countries in the eurozone to refinance their debt obligations and of the financial assistance provided to certain European Union member states. These disruptions have contributed to 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 near-term economic prospects of countries in the European Union as well as the quality of bank loans to sovereign debtors in the European Union.

BGL holds and in the future may hold substantial portfolios of sovereign debt obligations issued by the governments of, and has and may in the future have substantial amounts of loans outstanding to borrowers in, certain of the countries that have been most significantly affected by the current crisis. BGL is also active in the interbank financial market and as a result, is indirectly exposed to risks relating to the sovereign debt held by the financial institutions with which it does business. More generally, the sovereign debt crisis has had, and may continue to have, an indirect impact on financial markets and, increasingly, economies, in Europe and worldwide, and therefore on the environment in which BGL operates.

If economic conditions in Europe or in other parts of the world were to deteriorate, particularly in the context of an exacerbation of the sovereign debt crisis (such as a sovereign default), BGL could be required to record additional impairment charges on its sovereign debt holdings or record further losses on sales thereof, and the resulting market and political disruptions could have a significant adverse impact on the credit quality of BGL's customers and financial institution counterparties, on market parameters such as interest rates, currency exchange rates and stock market indices, and on BGL's liquidity and ability to raise financing on acceptable terms.

*Legislative action and regulatory measures taken in response to the global financial crisis may materially impact BGL and the financial and economic environment in which it operates*

Legislation and regulations recently have been enacted or proposed with a view to introduce a number of changes, some permanent, in the global financial environment. While the objective of these new measures is to avoid a recurrence of the financial crisis, the impact of the new measures could be to change substantially the environment in which BGL and other financial institutions operate.

The new measures that have been or may be proposed and adopted include more stringent capital and liquidity requirements, taxes on financial transactions, restrictions and taxes on employee compensation over specified levels, limits on the types of activities that commercial banks can undertake (particularly proprietary trading and, potentially,

investment banking activities more generally), restrictions on certain types of financial products such as derivatives, and the creation of new and strengthened regulatory bodies.

Certain measures that have been or are in the process of being adopted, and will be applicable to BGL (prudential frameworks such as Basel 3 and Capital Requirements Directive 4, the Capital Requirements Regulation, the requirements in relation to them announced by the European Banking Authority) will increase BGL's regulatory capital and liquidity requirements and may limit its permissible leverage. Ensuring and maintaining compliance with these measures in the future may lead BGL to take various actions, such as further reducing its balance sheet or bolstering its capital base, that could affect its financial condition and results of operations.

Some of the new regulatory measures are proposals that are under discussion and that are subject to revision, and would in any case need adaptation to each country's regulatory framework by national regulators. As a result, it is not possible to predict which proposed new measures will ultimately be adopted, what their final form will be or what impact they will have on BGL. Depending on the nature and scope of regulatory measures that are ultimately adopted, they could (in addition to having the effects noted above) affect BGL's ability to conduct (or impose limitations on) certain types of activities, its ability to attract and retain talent (particularly in its investment banking and financing businesses) and more generally its competitiveness and profitability, which would in turn have an adverse effect on its business, financial condition, and results of operations. Finally, it is difficult to predict what impact these measures might have on financial market conditions. It is conceivable that they could trigger or exacerbate future financial crises, particularly if they required significantly enhanced disclosure of risks or problem loan exposures that could be misinterpreted by investors, hence heightening their concern about banks and therefore restricting their sources of financing.

*BGL'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 or other factors*

The Euro-zone sovereign debt crisis as well as the general macroeconomic environment adversely affected the availability and cost of funding for European banks in 2011. 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 BGL, 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 BGL in particular (such as ratings downgrades), the effect on the liquidity of the European financial sector in general and BGL in particular could be materially adverse.

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

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

In connection with its lending activities, BGL regularly establishes provisions for loan losses. BGL'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 BGL uses its best efforts 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 increases in non-performing assets or for other reasons, as was the case in the second half of 2008 and throughout 2009. Any significant increase in provisions for loan losses or a significant change in BGL'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 BGL's results of operations and financial condition.

*BGL may incur significant losses on its trading and investment activities due to market fluctuations and volatility*

BGL maintains trading and investment positions in the debt, currency, commodity and equity markets, and in private equity, property and other assets. 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 BGL incurred 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 BGL 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 BGL's expectations may lead to losses relating to a broad range of other trading and hedging products BGL uses, including swaps, forwards and futures, options and structured products.

To the extent that BGL 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 positions. Conversely, to the extent that BGL has sold assets that it does not own in any of those markets, a market upturn could expose it to potentially unlimited losses as it attempts to cover its net short positions by acquiring assets in a rising market.

*BGL may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns*

Market downturn can lead to a decline in the volume of transactions that BGL executes for its clients and, therefore, to a decline in its net banking income from this activity. In addition, because the fees that BGL 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 BGL receives from its asset management, equity derivatives and private banking businesses. Even in the absence of a market downturn, below-market performance by any BGL fund may result in increased withdrawals and reduced inflows, which would reduce the revenues BGL receives from its asset management business.

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

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

In some of the BGL'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 BGL 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 BGL 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.

*Significant interest rate changes could adversely affect BGL's revenues or profitability*

The amount of net interest income earned by BGL during any given period significantly affects its overall net banking income and profitability for that period. Interest rates are sensitive to many factors beyond BGL's control. 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 BGL's net interest income from its lending activities. In addition, maturity mismatches and increases in the interest rates relating to BGL's short-term financing may adversely affect BGL's profitability.

*The soundness and conduct of other financial institutions and market participants could adversely affect BGL*

BGL'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 rumors or questions about, one or more financial services institutions, or the financial services industry generally, have led to market-wide liquidity problems and could lead to further losses or defaults. BGL 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. Many of these transactions expose BGL to credit risk in the event of default of a group of BGL's counterparties or clients. In addition, BGL's credit risk may be exacerbated when the collateral held by it cannot be realized upon or is liquidated at prices not sufficient to recover the full amount of the loan or derivative exposure due to BGL.

In addition, 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 summarized above will not materially and adversely affect BGL's results of operations.

*BGL's competitive position could be harmed if its reputation is damaged*

In the highly competitive environment arising from globalization and convergence in the financial services industry, a reputation for financial strength and integrity is critical to BGL's ability to attract and retain customers. BGL's reputation could be harmed if it fails to adequately promote and market its products and services. BGL's reputation could also be damaged if, as it increases its client base and the scale of its businesses, BGL'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, BGL's reputation could be damaged also by other compliance risks, including but not limited to, employee misconduct, misconduct by market participants or funds to which BGL is exposed, a decline in, a restatement of, or corrections to its financial results, as well as any adverse legal or regulatory action. The loss of business that could result from damage to BGL's reputation could have an adverse effect on its results of operations and financial position.

*An interruption in or a breach of BGL's information systems may result in lost business and other losses*

As with most other banks, BGL relies heavily on communications and information systems to conduct its business. Any failure or interruption or breach in security of these systems could result in failures or interruptions in BGL's customer relationship management, general ledger, deposit, servicing and/or loan organization systems. BGL 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 could have an adverse effect on BGL's financial condition and results of operations.

*Unforeseen external events can interrupt BGL's operations and cause substantial losses and additional costs*

Unforeseen events such as political and social unrest, severe natural disasters, terrorist attacks or other states of emergency could lead to an abrupt interruption of the BGL's operations and, to the extent not covered by insurance, could cause substantial losses. Such losses can relate to property, financial assets, trading positions and key employees. Such unforeseen events could also lead to additional costs (such as relocation of employees affected) and increase the BGL's costs (particularly insurance premiums).

*BGL is subject to extensive and evolving regulatory regimes in the countries and regions in which it operates*

BGL 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 legal or regulatory requirements. Besides damage to the BGL's reputation and private rights of action, noncompliance could lead to significant fines, 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.

More generally, BGL 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 BGL 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;
- changes in tax legislation or the application thereof;
- changes in accounting norms;
- changes in rules and procedures relating to internal controls; and
- expropriation, nationalization, 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 BGL, and have an adverse effect on its business, financial condition and results of operations.

*Notwithstanding BGL risk management policies, procedures and methods, it could still be exposed to unidentified or unanticipated risks, which could lead to material losses*

BGL 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, BGL 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 BGL may have failed to identify or anticipate. BGL'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 behavior, valuations, assumptions or estimates. Some of BGL qualitative tools and metrics for managing risk are based on its use of observed historical market behavior. BGL applies statistical and 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 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 BGL 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 BGL ability to manage its risks. BGL losses could therefore be significantly greater than the historical measures indicate. In addition, BGL quantified modeling does not take all risks into account. Its more qualitative approach to managing certain risks could prove insufficient, exposing it to material unanticipated losses.

*BGL's hedging strategies may not prevent losses*

If any of the variety of instruments and strategies that BGL uses to hedge its exposure to various types of risk in its businesses is not effective, BGL may incur losses. Many of its strategies are based on historical trading patterns and correlations. However, the hedging strategies may not protect against all future risks or may not be fully effective in mitigating BGL'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 BGL'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 BGL's reported earnings.

*Risks and uncertainties connected to the integration and optimization of the operations of BGL following its acquisition by BNP Paribas*

The integration of the operations of BGL following its acquisition by BNP Paribas is ongoing. It is a process that is complex, expensive and that presents a number of challenges for the management of BGL and BNP Paribas, its staff and potentially its customers. Although the integration is currently achieving all the foreseen objectives, the integration may not be able to achieve the anticipated synergies or other expected benefits of the acquisition. The expected business growth opportunities, revenue benefits, cost synergies and other operational efficiencies and other benefits expected from the integration may not develop or may be delayed. To the extent that higher integration costs are incurred or lower revenue benefits or fewer cost savings are achieved than was expected, BNP Paribas' and BGL's operating results, financial conditions and prospects and share price may suffer.

While the legal acquisition has already occurred, the technical integration of BGL and BNP Paribas, including the integration of the banks' IT systems and other processes is ongoing and is expected to take some time to be fully completed. The potential for future growth of the integrated entity will depend on a number of factors, including the ability of BGL and BNP Paribas to integrate the operating systems, achieve synergies in a timely manner and control costs.

Challenges may also be faced with respect to obtaining required approvals of various regulatory agencies, retaining key employees, redeploying resources in different areas of operations to improve efficiency, unifying financial reporting and internal control procedures, minimising diversion of management attention from ongoing business concerns, addressing differences between BGL's and BNP Paribas' business culture, processes, controls, procedures, systems, accounting practices and implementation of accounting standards.

*Intense competition in the financial services industry could adversely affect BGL revenues and profitability*

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

Such competition is most pronounced in the core Benelux markets of BGL where BGL faces competition from companies such as KBL, ING Group, BCEE and BIL. As a result, BGL'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 BGL is unable to compete with attractive product and service offerings that are profitable, BGL may lose market share or incur losses on some or all of BGL's activities.

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

In addition, new lower-cost competitors may enter the market, which may not be subject to the same capital or regulatory requirements or may have other inherent regulatory advantages and, therefore, may be able to offer their products and services on more favorable terms. It is also possible that the increased presence in the global marketplace of nationalized financial institutions, or financial institutions benefiting from State guarantees or other similar

advantages, following the 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 BGL.

*Litigation or other proceedings or actions may adversely affect BGL's business, financial condition and results of operations*

In its normal course of business, BGL 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 BGL'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 BGL's services, regardless of whether the allegations are valid or whether BGL is ultimately found liable. As a result, the possibility cannot be ruled out that the outcome of such litigations or investigations may adversely affect BGL's business, financial condition and results of operations.

*A deterioration of the credit rating of BNP Paribas of its debt quality could adversely affect BGL*

As part of the BNP Paribas Group, BGL 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. On 13 May 2009, BNP Paribas took control of BGL as part of the BNP Paribas Fortis SA/NV acquisition, of which BNP Paribas owns 99.93 per cent. of its share capital. BNP Paribas is now the major shareholder of BGL with a 65.96 per cent. interest.

*While each of BGL's businesses manages its operational risks, these risks remain an inherent part of all of BGL's businesses*

BGL 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.

BGL 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 BGL operates. While these control measures mitigate operational risks they do not eliminate them.

*BGL has significant counterparty risk exposure and exposure to systemic risks*

BGL's business is subject to general credit risks, including credit risks of borrowers and other counterparties. Third parties that owe BGL money, securities or other assets may not pay or perform under their obligations. These parties include borrowers under loans made, the issuers whose securities BGL 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 BGL due to bankruptcy, lack of liquidity, downturns in the economy or real estate values, operational failure or other reasons.

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 BGL interacts on a daily basis, and could have an adverse effect on BGL's business.

*Uncertainty linked to fair value accounting and use of estimates*

According to BGL'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 BGL 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 BGL'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 categorizations 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.

## RISK FACTORS RELATING TO SECURITIES

### 1. General

The Securities involve a high degree of risk, which may include (in addition to the risks relating to the Issuers (including the default risk) and Guarantor's ability to fulfil their obligations under the Securities to investors) price risks associated with the Underlying Reference (as defined below), among others, interest rate, foreign exchange, inflation, correlation, time value and political risks. Prospective purchasers of Securities should recognise that their Securities may expire worthless or be redeemed for no value. Purchasers should be prepared to sustain a total loss of the purchase price of their Securities. See "*Certain Factors Affecting the Value and Trading Price of Securities*" below. Prospective purchasers of Securities should be experienced with respect to options and option transactions, should understand the risks of transactions involving the relevant Securities and should reach an investment decision only after careful consideration, with their advisers, of the suitability of such Securities in light of their particular financial circumstances, the information set forth herein and the information regarding the relevant Securities and the particular underlying index (or basket of indices), share, GDR or ADR (or basket of shares, GDRs and/or ADRs), interests in exchange traded funds, exchange traded notes, exchange traded commodities or other exchange traded products (each an "**exchange traded instrument**") (or basket of interests in exchange traded instruments), debt futures or debt options contract (or basket of debt futures or debt options contracts), debt instrument (or basket of debt instruments), commodity or commodity index (or basket of commodities and/or commodity indices), inflation

index (or basket of inflation indices), currency (or basket of currencies), fund share or unit (or basket of fund shares or units), futures contracts (or basket of futures contracts), preference share or other basis of reference to which the value of the relevant Securities may relate, as specified in the applicable Final Terms (such reference being the "**Underlying Reference**"). Each Issuer may also issue Securities linked to the credit of a specified entity (or entities) (each such entity a "**Reference Entity**" and, where the context admits, each an "**Underlying Reference**").

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 Underlying Reference linked Securities 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 Securities.

The risk of the loss of some or all of the purchase price of a Security on expiration or redemption means that, in order to recover and realise a return upon his or her investment, a purchaser of a Security must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the Underlying Reference or credit risk of the Reference Entity ("**Entities**") which may be specified in the applicable Final Terms. Assuming all other factors are held constant, the lower the value of a Security and the shorter the remaining term of a Warrant to expiration or a Certificate to redemption, the greater the risk that purchasers of such Securities will lose all or part of their investment. With respect to Notes, Certificates or European Style Warrants, the only means through which a Holder can realise value from the Note, Warrant or Certificate, as the case may be, prior to its Exercise Date, Maturity Date or Redemption Date in relation to such Note, Warrant or Certificate, as the case may be, is to sell it at its then market price in an available secondary market. See "*Possible Illiquidity of the Securities in the Secondary Market*" below.

Fluctuations in the value of the relevant index or basket of indices will affect the value of Index Securities or Inflation Index Securities. Fluctuations in the price of the relevant share, GDR or ADR or value of the basket of shares, GDRs and/or ADRs will affect the value of Share Securities. Fluctuations in the price of the relevant interest in an exchange traded instrument or value of the basket of interests in exchange traded instruments will affect the value of ETI Securities. Fluctuations in the price or yield of the relevant debt instrument or value of the basket of debt instruments will affect the value of Debt Securities. Also, the character of the particular market on which a debt instrument is traded, the absence of last sale information and the limited availability of quotations for such debt instrument may make it difficult for many investors to obtain timely, accurate data for the price or yield of such debt instrument. Fluctuations in the value of the relevant inflation index or basket of inflation indices will affect the value of Inflation Index Securities. Fluctuations in the rates of exchange between the relevant currencies will affect the value of Currency Securities. Fluctuations in the value of the relevant commodity or commodity index or basket of commodities and/or commodity indices will affect the value of Commodity Securities. Fluctuations in the value of the relevant fund share or unit or basket of fund shares or units will affect the value of the Fund Securities. Fluctuations in the value of the relevant futures contracts or basket of futures contracts will affect the value of the Futures Securities. Fluctuations in the creditworthiness of the relevant Reference Entity or Reference Entities will affect the value of the Credit Securities. Fluctuations in the value of the relevant preference share will affect the value of Preference Share Certificates. In the case of Hybrid Securities the Underlying Reference in respect of which is any combination of such indices, shares, GDRs, ADRs, interests in exchange traded instruments, debt instruments, futures or options contracts, currencies, commodities, inflation indices, fund shares, futures contracts, underlying interest rate or any other asset class or type, fluctuations in the value of any one or more of such Underlying References will correspondingly affect the value of Hybrid Securities. Purchasers of Securities risk losing their entire investment if the value of the relevant Underlying Reference does not move in the anticipated direction.

Each Issuer may issue several issues of Securities relating to various Underlying References. However, no assurance can be given that the relevant Issuer will issue any Securities other than the Securities to which a particular Final Terms relates. At any given time, the number of Securities outstanding may be substantial. Securities provide opportunities for investment and pose risks to investors as a result of fluctuations in the value of the underlying investment. In general, certain of the risks associated with Warrants are similar to those generally applicable to other options or warrants of private corporate issuers. Securities on shares, interests in exchange traded instruments, debt instruments or fund shares or units are priced primarily on the basis of the value of underlying securities whilst Securities on currencies and commodities are priced primarily on the basis of present and expected values of the reference currency (or basket of currencies) or commodity (or basket of commodities) specified in the applicable Final Terms.

*Claims Against the Underlying Reference*

The Securities 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 Holders will not have any right of recourse under the Securities to any such Underlying Reference (or any issuer, sponsor, manager or other connected person in respect of an Underlying Reference). The Securities 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 Holders.

*Securities (other than Secured Securities) are Unsecured Obligations*

The following risk factor applies to Securities other than Secured Securities:

The Securities are unsubordinated and unsecured obligations of the relevant Issuer and will rank *pari passu* with themselves. Each issue of Securities issued by BNPP B.V. will be guaranteed by BNPP pursuant to the BNPP Note Guarantee or the BNPP English Law W&C Guarantee, in the case of English Law Securities, or the BNPP French Law W&C Guarantee, in the case of French Law Securities. The obligations of BNPP under the BNPP Guarantees are unsubordinated and unsecured obligations of BNPP 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 French law. Each issue of Securities issued by BP2F will be guaranteed by BNPPF pursuant to the BNPPF Note Guarantee or the BNPPF W&C Securities Guarantee, as applicable. The obligations of BNPPF under the BNPPF Guarantees 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.

Risk factors relating to the security, the collateral and the nature of the guarantee in respect of Secured Securities are set out in paragraph 4 below.

*Certain Factors Affecting the Value and Trading Price of Securities*

The trading price of the Securities is affected by a number of factors including, but not limited to, the price or level of the relevant Underlying Reference or Underlying References, the time to expiration or redemption of the Securities and the actual or implied volatility and the correlation risk of the relevant Underlying Reference or Underlying References. Such factors may mean that the trading price of the Securities is below the Cash Settlement Amount or the value of the Entitlement, as applicable.

Before exercising (in the case of Warrants) or selling Securities, Holders should carefully consider, among other things, (a) the trading price of the Securities, (b) the value and volatility of the Underlying Reference as specified in the applicable Final Terms, (c) the time remaining to expiration or redemption, as the case may be, (d) in the case of Cash Settled Warrants or Cash Settled Certificates, the probable range of Cash Settlement Amounts, (e) any change(s) in interim interest rates and dividend yields, if applicable, (f) any change(s) in

currency exchange rates, (g) the depth of the market or liquidity of the Underlying Reference as specified in the applicable Final Terms and (h) any related transaction costs.

*A Security's purchase price may not reflect its inherent value*

Prospective investors in the Securities should be aware that the purchase price of a Security does not necessarily reflect its inherent value. Any difference between a Security'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 Security. For further information prospective investors should refer to the party from whom they are purchasing the Securities. Prospective investors may also wish to seek an independent valuation of Securities prior to their purchase.

*Meetings of Holders*

The Terms and Conditions of the Securities contain provisions for calling meetings of Holders 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. Only holders of French Law Securities will, in certain circumstances, be grouped for the defense of their common interests in a separate legal entity called "*Masse*" (as defined in "*Condition 9.4(b) Meetings of Holders – French Law Securities*").

*The Final Redemption Amount, Cash Settlement Amount or the physical delivery of the Entitlement may be less than the Value of an Investment in the Securities*

Each Holder may receive a Final Redemption Amount or Cash Settlement Amount, as applicable, and/or physical delivery of the Entitlement the aggregate value of which may be less than the value of the Holder's investment in the relevant Securities. In certain circumstances Holders may lose the entire value of their investment.

*Possible Illiquidity of the Securities in the Secondary Market*

It is very difficult to predict the price at which Securities will trade in the secondary market or whether such market will be liquid or illiquid. The Issuer may, but is not obliged to, list Securities on a stock exchange. Also, to the extent Securities of a particular issue are exercised or redeemed, the number of Securities of such issue outstanding will decrease, resulting in a diminished liquidity for the remaining Securities of such issue. A decrease in the liquidity of an issue of Securities may cause, in turn, an increase in the volatility associated with the price of such issue of Securities.

Each Issuer and any Manager may, but is not so obliged, at any time purchase Securities at any price in the open market or by tender or private offer/treaty. Any Securities so purchased may be held or resold or surrendered for cancellation as further described herein. A Manager may be a market-maker for an issue of Securities but, unless Buy-back Provisions are specified as applicable in the applicable Final Terms (in which case a Manager will be a market-maker on certain specified terms), it is not obliged to and may cease to do so at any time. Even if a Manager is a market-maker for an issue of Securities (including where BNP Paribas Arbitrage S.N.C. acts as market-maker), the secondary market for such Securities may be limited. In addition, Affiliates of each Issuer (including the relevant Manager as referred to above) may purchase Securities at the time of their initial distribution and from time to time thereafter.

For certain issues of Securities, BNP Paribas Arbitrage S.N.C. is required to act as market-maker. In those circumstances, BNP Paribas Arbitrage S.N.C. will endeavour to maintain a secondary market throughout the life of the Securities, subject to normal market conditions and will submit bid and offer prices to the market.

The spread between bid and offer prices may change during the life of the Securities. However, during certain periods, it may be difficult, impractical or impossible for BNP Paribas Arbitrage S.N.C. to quote bid and offer prices, and during such periods, it may be difficult, impracticable or impossible to buy or sell these Securities. This may, for example, be due to adverse market conditions, volatile prices or large price fluctuations, a large marketplace being closed or restricted or experiencing technical problems such as an IT system failure or network disruption.

There may be no secondary market for the Securities and to the extent that an issue of Securities is or becomes illiquid, an investor may have to exercise or wait until redemption of such Securities, as applicable, to realise greater value than its then trading value. Securities sold in the United States or to U.S. persons may be subject to transfer restrictions.

*Minimum Trading Amount*

Investors should note that the Securities may have a minimum trading amount. In such cases, if, following the transfer of any Securities, a Holder holds fewer Securities than the specified minimum trading amount, such Holder will not be permitted to transfer their remaining Securities prior to expiration or redemption, as applicable, without first purchasing enough additional Securities in order to hold the minimum trading amount.

*Potential Conflicts of Interest*

Certain entities within the Group or its affiliates (including, if applicable, any Manager) may also engage in trading activities (including hedging activities) relating to the Underlying Reference or Reference Entity and other instruments or derivative products based on or relating to the Underlying Reference or Reference Entity of any Securities for their proprietary accounts or for other accounts under their management. BNPP B.V., BNPP, BP2F, BNPPF, BGL and their Affiliates (including, if applicable, any Manager) may also issue other derivative instruments in respect of the Underlying Reference. BNPP B.V., BNPP, BP2F, BNPPF, BGL and their Affiliates (including, if applicable, any Manager) may also act as underwriter in connection with future offerings of shares or other securities relating to an issue of Securities 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. In addition BNPP B.V., BNPP, BP2F, BNPPF, BGL and their Affiliates (including, if applicable, any Manager) may act in a number of different capacities in relation to an underlying index, including, but not limited to, issuer of the constituents of the index, index sponsor or calculation agent. In respect of ETI Securities and Fund Securities, the relevant Issuer or one or more of its Affiliates may from time to time engage in business with the relevant ETI or Fund, as the case may be, or companies in which an ETI or Fund, as the case may be, invests, including among other things, extending loans to, or making investments in, or providing advisory services to them, including merger and acquisition advisory services, engaging in activities that may include prime brokerage business, financing transactions or entry into derivative transactions. The ETI or Fund (each as defined below), as applicable, may pay a portion of its fees to the relevant Issuer or any of its Affiliates for the provision of such services. In the course of this business, the relevant Issuer, the Guarantor (if any), the Calculation Agent and any of their respective Affiliates may acquire non-public information about an ETI or a Fund, as applicable, or any companies, funds or reference assets in which an ETI or a Fund invests and the relevant Issuer, the Guarantor (if any), the Calculation Agent or any of their respective Affiliates may publish research reports about them. This research may be modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding ETI Securities or Fund Securities, as applicable. Such activities could present certain conflicts of interest, could influence the prices of such shares, Fund Shares, ETI Interests or other securities and could adversely affect the value of such Securities.

Because the Calculation Agent (as defined below) may be an Affiliate of the relevant Issuer or, if applicable, the Guarantor, potential conflicts of interest may exist between the Calculation Agent and holders of the

Securities, including with respect to certain determinations and judgments that the Calculation Agent must make, including whether a Market Disruption Event, a Settlement Disruption Event or Credit Event (each, as defined in the Conditions) has occurred. The Calculation Agent is obligated to carry out its duties and functions as Calculation Agent in good faith and using its reasonable judgment however, subject to always acting only within the parameters allowed by the terms and conditions of the Securities, it has no responsibility to take investors' interests into account.

*Certain Considerations Regarding Purchasing Securities as Hedges*

Prospective purchasers intending to purchase Securities to hedge against the market risk associated with investing in the Underlying Reference which may be specified in the applicable Final Terms should recognise the complexities of utilising Securities in this manner. For example, the value of the Securities may not exactly correlate with the value of the Underlying Reference which may be specified in the applicable Final Terms. Due to fluctuating supply and demand for the Securities, there is no assurance that their value will correlate with movements of the Underlying Reference which may be specified in the applicable Final Terms. For these reasons, among others, it may not be possible to purchase or liquidate securities in a portfolio at the prices used to calculate the value of any relevant Underlying Reference. In addition, in certain cases, the ability of Holders to use Securities for hedging may be restricted by the provisions of the Securities Act.

*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 Securities include leverage (such as OET Certificates), potential holders of such Securities should note that these Securities will involve a higher level of risk, and that whenever there are losses such losses may be higher than those of a similar security which is not leveraged. Investors should therefore only invest in leveraged Securities if they fully understand the effects of leverage.

*Bull and Bear W&C Securities*

Bull Certificates, Bear Certificates, Bull Warrants and Bear Warrants (together, the "**Bull and Bear W&C Securities**") are designed for short-term trading and are not intended for buy-to-hold investing. The percentage change in value (the "**Performance**") of the W&C Securities over one day will be the Daily Leverage which is a constant factor for each W&C Security multiplied by the Performance of the relevant Underlying Reference over that same day adjusted by the applicable Financing Rate (which includes a Fee and may be positive or negative depending on, amongst other things, prevailing interest rates and the income generated or cost incurred from the leverage). Bull W&C Securities have a positive leveraged performance and aim to produce a positive Performance equal to four times the positive Performance of the relevant Underlying Reference whereas Bear W&C Securities have an inverse leveraged performance and aim to produce a positive Performance equal to the Daily Leverage times the negative Performance of the relevant Underlying Reference. However, because the Performance of the Certificates over any period longer than one day will be derived from the compounded daily Performance of the relevant Underlying Reference during that period, such Certificate's Performance may differ significantly to the overall Performance of the Underlying Reference over that same period. Accordingly, compared to a security that measures change in value of the Underlying Reference between two dates, Bull and Bear W&C Securities may have significantly different outcomes depending on the number and direction of changes in the daily value of the Underlying Reference over such period and the order in which such changes occur. The potential for divergence between the Performance of the Bull and Bear W&C Securities and the Performance of the Underlying Reference over the same period of time will increase as such period becomes longer and will be most marked in periods when the

value of the Underlying Reference is volatile. Consequently, Bull or Bear W&C Securities are only suitable for intra-day trading or very short investment periods.

*Credit Ratings may not Reflect all Risks*

One or more independent credit rating agencies may assign credit ratings to the Issuer, the Guarantor (if any) or the Securities. 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 Securities. 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.

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (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 transactional 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.

*Effect of Credit Rating Reduction*

The value of the Securities is expected to be affected, in part, by investors' general appraisal of the creditworthiness of the relevant Issuer and, if applicable, the Guarantor. Such perceptions are generally influenced by the ratings accorded to the outstanding securities of BNPP B.V., BNPP, BP2F, BNPPF or BGL by standard statistical rating services, such as Standard & Poor's Credit Market Services France SAS, Fitch France S.A.S., Moody's France SAS, Moody's Investors Service Ltd., and Fitch Ratings Ltd.. A reduction in the rating, if any, accorded to outstanding debt securities of BNPP B.V., BNPP, BP2F, BNPPF or BGL by one of these rating agencies could result in a reduction in the trading value of the Securities.

*Taxation*

Potential purchasers and sellers of Securities should be aware that they may be required to pay stamp and other taxes or documentary charges in accordance with the laws and practices of the country where the Securities are transferred and/or any asset(s) are delivered.

*Withholding under the EU Savings Directive*

Under Council Directive 2003/48/EC on the taxation of savings income (the "**Savings Directive**"), Member States are required to provide to the tax authorities of other Member States details of certain payments of interest or similar income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State.

For a transitional period, Austria is required (unless during that period it elects otherwise) to operate a withholding system in relation to such payments. The end of the transitional period is dependent upon the

conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 24 March 2014, the Council of the European Union adopted a Council Directive (the "**Amending Directive**") amending and broadening the scope of the requirements described above. The Amending Directive requires Member States to apply these new requirements from 1 January 2017 and if they were to take effect, the changes would expand the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities. They would also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported or subject to withholding. This approach would apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

However, the European Commission has proposed the repeal of the Savings Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the Savings Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). The proposal also provides that, if it proceeds, Member States will not be required to apply the new requirements of the Amending Directive.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor the Guarantor nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Security as a result of the imposition of such withholding tax. In the case of Notes, each Issuer is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Directive.

*EU financial transaction tax*

On 14 February 2013, the European Commission issued proposals, including a draft Directive (the **Commission's proposal**"), for a financial transaction tax ("**FTT**") to be adopted in certain participating EU member states (including Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia). If the Commission's proposal was adopted, the FTT would be a tax primarily on "financial institutions" (which could include the Issuer) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

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 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 financial transaction is issued in a participating member state.

The FTT may give rise to tax liabilities for the relevant Issuer with respect to certain transactions if it is adopted based on the Commission's proposal. Examples of such transactions are the conclusion of a derivative contract in the context of the relevant Issuer's hedging arrangements or the purchase or sale of securities (such as charged assets) or the exercise/settlement of a warrant. The relevant Issuer is, in certain circumstances, able to pass on any such tax liabilities to holders of the Securities and therefore this may result in investors receiving less than expected in respect of the Securities. It should also be noted that the FTT could be payable

in relation to relevant transactions by investors in respect of the Securities (including secondary market transactions) if conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's proposal. Primary market transactions referred to in Article 5(c) of Regulation EC No 1287/2006 are expected to be exempt. There is however some uncertainty in relation to the intended scope of this exemption for certain money market instruments and structured issues.

Joint statements issued by participating member states indicate an intention to implement the FTT by 1 January 2016.

However, the FTT proposal remains subject to negotiation between the participating member states and the scope of any such tax is uncertain. Additional EU member states may decide to participate. Prospective holders of the Securities are advised to seek their own professional advice in relation to the FTT.

*Hiring Incentives to Restore Employment Act withholding may affect payments on the Securities*

The U.S. Hiring Incentives to Restore Employment Act (the "**HIRE Act**") imposes a 30% withholding tax on amounts attributable to U.S. source dividends that are paid or "deemed paid" under certain financial instruments if certain conditions are met. While significant aspects of the application of the relevant provisions of the HIRE Act to the Securities are uncertain, if an Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld. Prospective investors should refer to the section "*Taxation – Hiring Incentives to Restore Employment Act*."

*Foreign Account Tax Compliance withholding may affect payments on the Securities*

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (or "**FATCA**") impose a new reporting regime and, potentially, a 30% withholding tax with respect to (i) certain payments from sources within the United States, (ii) "foreign passthru payments" made to certain non-U.S. financial institutions that do not comply with this new reporting regime, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution.

While the Securities are in global form and held within Euroclear Bank S.A/N.V. and Clearstream Banking, *société anonyme* (the "**ICSDs**"), in all but the most remote circumstances, it is not expected that the new reporting regime and potential withholding tax imposed by FATCA will affect the amount of any payment received by the ICSDs. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. An Issuer's obligations under the Securities are discharged once it has made payment to, or to the order of, the common depositary or common safekeeper for the ICSDs (as registered holder of the Securities) and an Issuer has therefore no responsibility for any amount thereafter transmitted through the ICSDs and custodians or intermediaries. Further, foreign financial institutions in a jurisdiction which has entered into an intergovernmental agreement with the United States (an "**IGA**") are generally not expected to be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments they make. Prospective investors should refer to the section "*Taxation – Foreign Account Tax Compliance Act*."

*EU Resolution and Recovery Directive*

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 institution's failure on the economy and financial system.

The BRRD provides that it will be applied by Member States from 1 January 2015, except for the general bail-in tool which is to be applied 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 or supervisory action 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 shares, assets or liabilities 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 claims including Securities to equity (the "**general bail-in tool**"), which equity could also be subject to any future application of the general bail-in tool.

The BRRD also provides for a Member State as a last resort, after having assessed and exploited the above resolution tools to the maximum extent possible whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the EU state aid framework.

An institution will be considered as failing or likely to fail when: it is, or is likely in the near future to be, in breach of its requirements for continuing authorisation; its assets are, or are likely in the near future to be, less than its liabilities; it is, or is likely in the near future to be, unable to pay its debts as they fall due; or it requires extraordinary public financial support (except in limited circumstances).

The powers set out in the BRRD will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. Once the BRRD is implemented, holders of Securities may be subject to write-down or conversion into equity on any application of the general bail-in tool, 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 Securities, the price or value of their investment in any Securities and/or the ability of the relevant Issuer and/or the Guarantor to satisfy its obligations under any Securities and/or the Guarantee.

In the case of Securities issued by BNPP B.V. and BP2F, the exercise of any power under the BRRD in respect of BNPP or BNPPF respectively as Guarantor could materially adversely affect the ability of BNPP B.V. and BP2F (as the case may be) as Issuer to satisfy its obligations under any Securities, which in turn may have a material adverse effect on the rights of holders of Securities and the price or value of their investment in any Securities.

*Implementation of BRRD in France*

The French law dated 26 July 2013 on separation and regulation of banking activities (*loi de séparation et de régulation des activités bancaires*) (the "**SRAB Law**") that anticipated the implementation of the BRRD (as defined below) has established, among other things, a resolution regime applicable to French credit institutions and investment firms that gives resolution powers to a new resolution board of the French Prudential Supervisory Authority, renamed the *Autorité de contrôle prudentiel et de résolution* ("**ACPR**"). The SRAB Law provides that the French resolution board may, at its discretion, when the point of non-viability is reached, take resolution measures such as the transfer of shares or assets to an acquirer or a bridge bank. It may also cancel or reduce share capital, and subsequently if necessary write down, cancel or convert to equity deeply subordinated notes, *titres participatifs* and any other low ranking subordinated notes whose terms provide that they absorb losses on a going concern basis and thereafter do the same with other subordinated instruments.

On 15 May 2014, the Council of the European Union adopted the BRRD. The BRRD will now have to be implemented in France and in this regard French law no. 2014-1662 dated 30 December 2014 entitled "*Loi portant diverses dispositions d'adaptation au droit de l'Union européenne en matière économique et financière*" has granted to the French Government the right to implement the BRRD by ordinance by 31 August 2015.

The SRAB Law has already entered into force in France, the provisions of the SRAB Law will however need to be amended to reflect the final version of the BRRD. The amendments which will be made to reflect the BRRD in the future remain unknown at this stage.

The powers set out in the BRRD and, to a certain extent, the powers already set out in the SRAB Law, will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors.

When the debt bail-in tool and the statutory write-down and conversion power will become applicable to the relevant Issuer or the Guarantor, the Securities may be subject to write-down or conversion into equity on any application of the bail-in tool, which may result in such holders losing some or all of their investment. The exercise of any power under the BRRD and the SRAB Law or any suggestion of such exercise could materially adversely affect the rights of Noteholders, the price or value of their investment in any Securities and/or the ability of the relevant Issuer or the Guarantor to satisfy its obligations under any Securities.

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 a centralised power of resolution and entrusted to a Single Resolution Board and to the national resolution authorities. Starting on 1 January 2015, the Single Resolution Board works in close cooperation with the ACPR, in particular in relation to the elaboration of resolution planning, and will assume full resolution powers, on 1 January 2016 provided that the conditions for the transfer of contributions to the Single Resolution Fund are met by that date.

*Implementation of BRRD in Belgium*

The new Belgian Law of 25 April 2014 on the status and supervision of credit institutions (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. Regarding the bail-in tool provided in the BRRD, a Belgian Royal Decree is expected by the end of 2015 to organize this resolution tool in Belgium. 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.

*Implementation of BRRD in The Netherlands*

The BBRD was adopted by the European Council on 6 May 2014. Member States should have implemented the BRRD by 1 January 2015 (except for the bail-in tool which may be implemented by 1 January 2016). On 21 November 2014, a draft legislative proposal to amend, amongst other things, the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) ("**Wft**"), was published for consultation, which purports to implement the BRRD and EU Single Resolution Mechanism ("**SRM**"). It is, however, at this stage unclear how the BRRD will be implemented in the Netherlands and it remains to be seen if and to what extent the implementation of the BRRD in the Netherlands will set aside the current provisions of the Wft. The Dutch legislator thus did not achieve implementation and entry into force of the legislation by 1 January 2015 as required by the BRRD. The legislator's actual target date for implementation is not yet known, but it is expected that the implementation will occur at the end of 2015.

*Implementation of BRRD in Luxembourg*

A bill implementing BRRD is currently being drafted and should be submitted to the Luxembourg parliament (*Chambre des députés*) in the coming months. To date, the two competent Luxembourg authorities – the Luxembourg central bank, the *Banque centrale du Luxembourg* (the **BcL**), and the supervisory authority of the financial sector, the *Commission de surveillance du secteur financier* (the **CSSF**) – have not issued guidance notes or launched a consultation in relation to bail-in under the BRRD.

To date, only the CSSF Circular 15/610 of 7 April 2015 on Ad hoc data collection within the context of the BRRD deals with the drawing up of resolution plans and the calculation of minimum own funds and eligible liabilities. The BRRD requires resolution authorities to draw up resolution plans that outline the actions to be taken in the case that an institution meets the conditions for resolution. The Implementing Technical Standards on procedures, standard forms and templates for the provision of information for the purpose of resolution plans set out a procedure that should be followed when resolution authorities require information about an institution for the purpose of drawing up a resolution plan. CSSF Circular 15/610 seeks to collect information in accordance with those guidelines (as the CSSF does not expect many changes to the guidance further to the consultation process which ended on 14 April 2015) and covers the following two points:

(1) information for the purpose of establishing resolution plans; and

(2) information on eligible liabilities for the purposes of calculating the minimum capital requirements and eligible liabilities.

In terms of Luxembourg market practice, issuance processes where a parent bank uses an affiliated special purpose vehicle (such as BP2F) to issue notes which the parent bank then guarantees are not uncommon. At this stage, it is unclear how the competent Luxembourg authorities will consider such notes for bail-in purposes within the meaning of the BRRD.

*French Insolvency Law*

Under French insolvency law holders of debt securities are automatically grouped into a single assembly of holders (the "**Assembly**") in order to defend their common interests if a safeguard procedure (*procédure de sauvegarde*), accelerated safeguard (*procédure de sauvegarde accélérée*), accelerated financial safeguard procedure (*procédure de sauvegarde financière accélérée*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer.

The Assembly comprises holders of all debt securities issued by the Issuer (including the Securities), whether or not under a debt issuance programme and regardless of their ranking and their governing law.

The Assembly deliberates on the proposed safeguard plan (*projet de plan de sauvegarde*), is proposed accelerated safeguard (*projet de plan de sauvegarde accélérée*), proposed accelerated financial safeguard plan (*projet de plan de sauvegarde financière accélérée*) or proposed judicial reorganisation plan (*projet de plan de redressement*) applicable to BNPP and may further agree to:

- partially or totally reschedule payments which are due and/or write-off debts and/or convert debts into equity (including with respect to amounts owed under the Securities; and/or

- establish an unequal treatment between holders of debt securities (including the Holders) as appropriate under the circumstances.

Decisions of the Assembly will be taken by a two-thirds majority (calculated as a proportion of the amount of debt securities held by the holders expressing a vote). No quorum is required to hold the Assembly.

For the avoidance of doubt, the provisions relating to the *Masse* and the General Meeting of the Holders set out in the Conditions will not be applicable in these circumstances.

*Change of Law*

The Conditions of English Law Securities are based on English law in effect as at the date of this Base Prospectus. The Conditions of French Law Securities are based on French law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to an administrative practice or change to English law or French law, as applicable, after the date of this Base Prospectus and any such change could materially adversely impact the value of any Securities affected by it.

*Termination of Securities in the Event of Illegality or Impracticability*

If the Issuer determines that the performance of its obligations under the Securities has become illegal or impracticable in whole or in part for any reason, the Issuer may cancel, in the case of Warrants, or redeem, in the case of Notes and Certificates, the Securities by paying to each Holder the fair market value of such Securities less, except in the case of Italian Listed Securities, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements provided that, if the Securities are Italian Listed Notes, the amount payable to each Holder shall be the Early Redemption Amount. Such cancellation or redemption may result in an investor not realising a return on an investment in the Securities.

*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 Underlying Reference. In such an event, investors will not be entitled to obtain such information from the relevant Issuer.

*The rate of interest or premium amount rate payable on the Securities or the amount payable or deliverable on redemption or exercise of the Securities may in certain circumstances be changed during the life of the Securities*

If Coupon Switch Election or Automatic Coupon Switch is specified in the applicable Final Terms, the rate of interest or premium amount payable may be switched from one rate or amount to another in the Issuer's sole and absolute discretion (in the case of Coupon Switch Election) or following the occurrence of an Automatic Coupon Switch Event (in the case of an Automatic Coupon Switch). If Payout Switch Election or Automatic Payout Switch is specified in the applicable Final Terms, the amount payable or deliverable on redemption or exercise may be switched from one amount payable or deliverable to another in the Issuer's sole and absolute discretion (in the case of Payout Switch Election) or following the occurrence of an Automatic Payout Switch Event (in the case of an Automatic Payout Switch). As a consequence of the exercise of a Coupon Switch Election or Payout Switch Election or the occurrence of an Automatic Coupon Switch Event or Automatic Payout Switch Event, the Underlying Reference may be changed. As the payout on such Securities may be switched during the life of the Securities investors may receive a return which differs from, and may be significantly less than, that which they expected to receive or they may receive no return.

*Certain specific information may not be known at the beginning of an offer period.*

In certain circumstances at the commencement of an offer period in respect of Securities but prior to the issue date of such Securities certain specific information (specifically the fixed rate of interest, minimum and/or maximum rate of interest payable, the margin applied to the floating rate of interest payable, the Gearing applied to the interest or final payout, the Gearing Up applied to the final payout, (in the case of Autocall Securities, Autocall One Touch Securities or Autocall Standard Securities) the FR Rate component of the final payout (which will be payable if certain conditions are met, as set out in the Payout Conditions), the AER Exit Rate used if an Automatic Early Redemption Event occurs, the Bonus Coupon component of the final payout (in the case of Vanilla Digital Securities), any Constant Percentage (being any of Constant Percentage, Constant Percentage 1, Constant Percentage 2, Constant Percentage 3 or Constant Percentage 4) component of the final payout (which will be payable if certain conditions are met, as set out in the Payout Conditions) and/or the Knock-in Level and/or Knock-out Level used to ascertain whether a Knock-in Event or Knock-out Event, as applicable, has occurred) may not be known. In these circumstances the Final Terms will specify in place of the relevant rate, level or percentage, as applicable, an indicative range of rates, levels or percentages. The actual rate, level or percentage, as applicable, applicable to the Securities will be selected by the Issuer from within the range and will be notified to investors prior to the Issue Date. The actual rate, level or percentage, as applicable, will be determined in accordance with market conditions by the Issuer in good faith and in a commercially reasonable manner.

Prospective purchasers of Securities will be required to make their investment decision based on the indicative range rather than the actual rate, level or percentage, as applicable, which will only be fixed after the investment decision is made but will apply to the Securities once issued.

Where an indicative range is specified in the Final Terms in respect of the Rate of Interest, Minimum Rate of Interest, Maximum Rate of Interest, Margin, FR Rate and/or AER Exit Rate, prospective purchasers of Securities should, for the purposes of evaluating the risks and benefits of an investment in the Securities, assume that the actual Rate of Interest, Minimum Rate of Interest, Maximum Rate of Interest, Margin, FR Rate and/or AER Exit Rate, as applicable, which will apply to the Securities will be the lowest rate specified in the range and make their decision to invest in the Securities on that basis.

Where an indicative range is specified in the Final Terms in respect of Gearing, Gearing Up, Bonus Coupon, any Constant Percentage, Knock-in Level and/or Knock-out Level, prospective purchasers of Securities should be aware that the actual rate, level or percentage, as applicable, selected from within the indicative range

specified for Gearing, Gearing Up, Bonus Coupon, any Constant Percentage, Knock-in Level and/or Knock-out Level, as applicable, in respect of any Securities may have a negative impact on the interest payable and/or final return on the Securities when compared with another rate, level or percentage, as applicable, within the indicative range.

*The Barrier Level, Bonus Level and/or Cap Level may not be known until after the Issue Date.*

In certain circumstances in respect of ETS Payouts, the Barrier Level, Bonus Level and/or Cap Level may not be known at the issue date of the Securities. In these circumstances, the Final Terms will specify that the Barrier Level, Bonus Level and/or Cap Level, as applicable, will be the product of a specified percentage and the Closing Level, Closing Price, Italian Securities Reference Price, Relevant Price or Settlement Price, as applicable, of the Underlying Reference on the Strike Date (rounded upwards or downwards as determined by the Calculation Agent in its sole and absolute discretion). Following the Strike Date, the Issuer will give notice of the actual Barrier Level, Bonus Level and/or Cap Level, as applicable, applicable to the Securities. Prospective investors should review the Final Terms together with the information contained in the notice in order to ascertain the Barrier Level, Bonus Level and/or Cap Level which will apply to the Securities.

*The value of Parity and the Warrant@Work Exercise Price may not be known until after investors have made their decision to invest in the Warrants.*

In respect of Warrant@Work Warrants, the value of Parity and the Warrant@Work Exercise Price will not be known until on or after the date specified in the applicable Final Terms as the Option Hedging Date (which may occur after investors have decided to invest in the Warrants). The Issuer will give notice of the value of Parity and the Warrant@Work Exercise Price as soon as practicable following their determination but investors may be required to make their investment decision without knowing the value of Parity or the Warrant@Work Exercise Price.

## 2. Product Specific Risk Factors

*Certain Considerations Associated with Index Securities*

An investment in Index Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Index Securities, Holders will receive an amount (if any) determined by reference to the value of the underlying index/indices. Such underlying index may be a well known and widely published index or an index which may not be widely published or available. The index may reference, *inter alia*, equities, bonds, currency exchange rates, or other securities or it may be a property index referencing certain property price data which will be subject to market price fluctuations, or reference a number of different assets or indices. A property index may include valuations only and not actual transactions and the property data sources used to compile the index may be subject to change, which may adversely affect the return on the Securities. Linked Interest Certificates which are Index Securities pay interest calculated by reference the value of the underlying index/indices.

Index Securities linked to a custom index are linked to a proprietary index which may be sponsored and/or calculated by BNP Paribas or one of its Affiliates. Pursuant to the operational rules of the relevant custom index, the custom index is scheduled to be calculated on a periodic basis (for example on each weekday). In the event that one of the levels, values or prices of a component included in the custom index is not available for any reason on a relevant day of calculation (i.e. either because it is a non-scheduled trading day in respect of that index component or that index component is subject to a market disruption or otherwise), then the Calculation Agent of the custom index may, but is not obliged to, calculate the level of the custom index on that day by taking a value for the affected index component from the first preceding day on which a level for such affected index component was available.

Various legal entities within the Group may undertake the role of Issuer of the Securities, Calculation Agent of the Securities, sponsor of the underlying custom index and Calculation Agent of the underlying custom index. BNP Paribas has policies and procedures to identify, consider and manage potential conflicts of interest which this situation may potentially generate.

For the avoidance of doubt, the relevant Issuer and/or its Affiliates may not be able to trade on and hedge its obligations in respect of the index (including custom indices) under the Securities notwithstanding the calculation or publication of the level of such index. In the event that any relevant date for valuation is a Disrupted Day for such index, that valuation date shall be the first succeeding day that is not a Disrupted Day and on which the Issuer or relevant affiliate is able to trade on and hedge its obligations in respect of such index, subject to a specified maximum days of disruption, as more fully set out in the Conditions. Where this occurs on (i) the Strike Date for valuation, the Calculation Agent will not be able to determine the initial or strike level for the index or (ii) the final date for valuation, the Calculation Agent will not determine the final level for the index until such time as the disruption is no longer subsisting, or the specified maximum days of disruption has elapsed, whichever is sooner. Investors should be aware that any delay to the determination of the final level of the index may result in a delay in the payment of the Cash Settlement Amount, Redemption Amount or Final Redemption Amount, as applicable.

*Certain Considerations Associated with Share Securities*

An investment in Share Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Share Securities, Holders will receive an amount (if any) determined by reference to the value of the share(s), GDRs and/or ADRs and/or the physical delivery of a given number of share(s), GDRs and/or ADRs. Accordingly, an investment in Share Securities may bear similar market risks to a direct equity investment and investors should take advice accordingly. Share Linked Interest Notes or Certificates pay interest calculated by reference to the value of the underlying share(s), GDRs and/or ADRs.

In the case of Share Securities, no issuer of the underlying shares will have participated in the preparation of the relevant Final Terms or in establishing the terms of the Securities, and none of the Issuer, the Guarantor (if applicable) or any Manager will make any investigation or enquiry in connection with such offering with respect to any information concerning any such issuer of shares contained in such Final Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available information described in this paragraph or in any relevant Final Terms) that would affect the trading price of the share, GDRs and/or ADRs will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer of shares could affect the trading price of the share, GDRs and/or ADRs and therefore the trading price of the Securities.

Except as provided in the Conditions, Holders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant shares to which such Securities relate.

*Certain Considerations Associated with ETI Securities*

An investment in ETI Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of ETI Securities, Holders will receive an amount (if any) determined by reference to the value of the interests in exchange traded instruments or a basket of interests in exchange traded instruments and/or the physical delivery of a given number of interests in exchange traded instruments. Accordingly, an investment in ETI Securities may bear similar market risks to a direct exchange traded instrument investment, and investors should take advice accordingly.

ETI Linked Interest Notes or Certificates pay interest calculated by reference to the value of the interests in exchange traded instruments or the basket of interests in exchange traded instruments.

Whilst interests in exchange traded instruments are traded on an exchange and are therefore valued in a similar manner as a share traded on an exchange, certain provisions related to ETI Securities are similar to the provisions related to funds and Fund Securities.

In the case of ETI Securities, no exchange traded instrument will have participated in the preparation of the relevant Final Terms or in establishing the terms of the Securities, and none of the Issuer, the Guarantor (if applicable) or any Manager will make any investigation or enquiry in connection with such offering with respect to any information concerning any such exchange traded instrument contained in such Final Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available information described in this paragraph or in any relevant Final Terms) that would affect the trading price of the interests in the exchange traded instrument will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an exchange traded instrument could affect the trading price of interests in the exchange traded instruments and therefore the trading price of the Securities. ETI Securities do not provide Holders with any participation rights in the underlying ETI(s) and, except in certain circumstances in the case of Physical Delivery Securities, do not entitle holders of ETI Securities to any ownership interest or rights in such ETI(s).

Except as provided in the Conditions, Holders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant exchange traded instruments to which such Securities relate.

*Certain Considerations Associated with Debt Securities*

An investment in Debt Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Debt Securities, Holders will receive an amount (if any) determined by reference to the value of the underlying debt instrument(s) and/or the physical delivery of a given number of debt instrument(s). Accordingly, an investment in Debt Securities may bear similar market risks to a direct debt instrument investment, and investors should take advice accordingly. Debt Linked Interest Notes or Certificates pay interest calculated by reference to the value of the underlying debt instrument(s).

*Certain Considerations Associated with Commodity Securities*

An investment in Commodity Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Commodity Securities, Holders will receive an amount (if any) determined by reference to the value of the commodity, commodity index, commodities and/or commodity indices. Accordingly, an investment in Commodity Securities may bear similar market risks to a direct commodity investment, and investors should take advice accordingly. Commodity Linked Interest Notes or Certificates pay interest calculated by reference to the value of the underlying commodity, commodity index, commodities and/or commodity indices.

Where the Securities are linked to a commodity index, such commodity index may be a well known and widely available commodity index (such as the S&P GSCI®) or a commodity index which may be less well known (such as a commodity index composed by the relevant Issuer) in which case information (including past performance) may be less readily available. The commodity index may be comprised of futures contracts, mono-indices, or other commodity indices, which may be proprietary. Commodity Securities may be linked to a commodity index which may be sponsored and/or calculated by BNP Paribas or one of its Affiliates.

Pursuant to the operational rules of the relevant commodity index, the commodity index is scheduled to be calculated on a periodic basis (for example on each weekday). In the event that one of the levels, values or prices of a component included in the commodity index is not available for any reason on a relevant day of calculation including, without limitation, (a) where it is a not a business day in respect of that commodity index component or (b) that commodity index component is subject to a market disruption event, then the calculation agent of the commodity index may, but is not obliged to, calculate the level of the commodity index for the relevant day by taking a value for the affected index component on the first day following the end of a specified maximum days of disruption based on the price at which it is able to sell or otherwise realise any hedge position. Such an occurrence may potentially result in a delay in the publication of the commodity index and the level of the commodity index may be affected.

The relevant Issuer and/or its Affiliates may not be able to hedge its obligations in respect of the commodity index under the Securities notwithstanding the calculation and publication of the level of the commodity index. In the event that a Market Disruption Event is occurring on any relevant date for valuation, that valuation date will be postponed until the first succeeding day that is not a Commodity Disrupted Day, subject to a specified maximum days of disruption, as more fully set out in the Conditions. Where this occurs on (i) the Initial Pricing Date or Strike Date for valuation, the Calculation Agent will be unable to determine the initial or strike level for the commodity index and (ii) on the final date for valuation, the Calculation Agent will be unable to determine the final level for the commodity index, until either the Market Disruption Event has ceased or the specified maximum days of disruption have elapsed, whichever is sooner. Investors should be aware that any delay to the determination of the final level of the commodity index may result in a delay in the payment of the Cash Settlement Amount, Redemption Amount or Final Redemption Amount, as applicable.

*Certain Additional Considerations Associated with Commodity Securities valued by reference to Futures Contracts or Debt Securities or Index Securities where Futures Price Valuation is specified as applicable*

Financial futures contracts are standardised futures transactions that are linked to financial instruments (e.g. stocks, bonds, indices, interest rates and foreign currencies). Commodity futures contracts are standardised futures transactions that are linked to commodities (e.g. mineral commodities, agricultural products and precious metals). A futures transaction constitutes the contractual obligation to buy or sell a certain amount or number of the respective underlying at a fixed price and at a predetermined future point in time. Futures contracts are traded on futures exchanges and standardised for this purpose with respect to their contract size, the nature and quality of the underlying as well as delivery places and dates, if any. Generally, there is a strong correlation between the price development of an underlying financial instrument or commodity (each or "**underlying**") on the spot market and the corresponding futures exchange. However, the price of a futures contract will generally be traded at a premium on, or discount from, the spot price of the underlying. This discrepancy is due to such factors as (i) the need to adjust the spot price due to related expenses (e.g. in the case of commodities, warehousing, transport and insurance costs) and (ii) different methods being used to evaluate general factors affecting the spot and the futures markets. In addition, and depending on the underlying, there can be significant differences in the liquidity of the spot and the futures markets.

Investment in futures contracts involves certain other risks, including potential illiquidity. A holder of a futures position may find that such position becomes illiquid because certain exchanges limit fluctuations in such futures contract prices pursuant to "daily limits". Once the price of a particular futures contract has increased or decreased by an amount equal to the daily limit, contracts can neither be bought nor sold unless holders are willing to trade at or within the limit. This could prevent a holder from promptly liquidating unfavourable positions and subject it to substantial losses. For example, futures contract prices in various underlyings occasionally exceed the daily limit for several days with little or no trading. Such losses could have an adverse effect on the return of Securities linked to the affected futures contracts. Any illiquidity disruption or force majeure event (such as an act of God, fire, flood, severe weather conditions, act of governmental authority or a labour dispute or shortage) is likely to have an adverse affect on the value of or

trading in the underlying or futures contracts on such underlying and adversely affect the value of the Securities.

Where the Securities are linked to the exchange price of a futures contract, knowledge of the market of the underlying to which the futures contract is linked as well as of the functioning and evaluation factors of futures contracts is necessary to make a valid assessment of the risks associated with the purchase of these Securities.

In the case of Debt Securities or Index Securities where Futures Price Valuation is applicable, the Securities are exposed to a futures or options contract relating to a synthetic debt instrument (in the case of Debt Securities) or an index (in the case of Index Securities) and bear similar market risks to a direct investment in such futures or options contract.

*Certain Additional Considerations Associated with Rolling Futures Contract Securities*

Futures contracts have a predetermined expiration date. Holding a futures contract until expiration will result in delivery of the physical underlying or the requirement to make or receive a cash settlement amount. Rolling Futures Contract Securities are valued by reference to futures contracts that have a delivery or expiry month that do not correspond with the term of the Securities. Consequently the futures contracts are "rolled" which means that the futures contract that is nearing expiration (the "**near-dated futures contracts**") is sold before it expires and a futures contract that has an expiration date further in the future (the "**longer-dated futures contracts**") is purchased ("**Rolling**"). In order to maintain an ongoing exposure to such underlyings Rolling of the applicable futures contracts is applied.

An investment in futures contracts where the future is a commodity may increase or decrease through Rolling. Where the price of a near-dated futures contract is greater than the price of the longer-dated futures contract (the underlying is said to be in "**backwardation**"), then Rolling from the former to the latter will result in greater exposure to the longer-dated futures contract. Therefore, any loss or gain on the new positions will be greater than if an investor had synthetically held the same number of underlying contracts as before the Rolling. Conversely, where the price of the near-dated futures contract is lower than the price of the longer-dated futures contract (the underlying is said to be in "**contango**") then Rolling will result in less exposure to the longer-dated futures contract. Therefore, any gain or loss on the new positions will be less than if an investor had synthetically held the same number of underlying contracts as before the Rolling.

Depending on whether the Securities are synthetically "long" or "short" the relevant futures contract, where a futures contract is in contango, this is expected to (though may not) have a negative (in the case of a "long" position) or positive (in the case of a "short" position) effect over time on the value of the Securities. Where a futures contract is in backwardation this is expected to (though may not) have a positive (in the case of a "long" position) or negative (in the case of a "short" position) effect over time on the value of the Securities. Where an underlying contract is in contango, then the price of the longer-dated underlying contract will be expected to (but may not) decrease over time as it nears expiry. In such event, Rolling is expected to have a negative effect (in the case of a "long" position) or positive (in the case of a "short" position) on an investment in the underlying contract. Where an underlying contract is in backwardation, then the price of the longer-dated underlying contract is expected to (but may not) increase over time as it nears expiry. In such event, Rolling is expected to have a positive (in the case of a "long" position) or negative (in the case of a "short" position) effect on an investment in the underlying contract.

If, on any Futures Rollover Date (as defined below), a Market Disruption Event (as defined in Commodity Security Condition 2), a Commodity Index Adjustment Event (as defined in Commodity Security Condition 4) or a Non-Commencement or Discontinuance of the Exchange-traded Contract (as defined in Index Security Condition 9.1 or Debt Security Condition 6), as applicable, occurs and it is impossible or materially impracticable for the Calculation Agent to select a futures contract and/or at such time hedge the relevant Issuer's obligations in respect of the Securities then:

(i) in the case of an Index Security or Debt Security that is a Rolling Futures Contract Security:

(a) in the case of Warrants, the relevant Issuer may cancel the Warrants by giving notice to Holders in accordance with W&C Security Condition 10. If the Warrants are so cancelled, the relevant Issuer will pay an amount to each Holder in respect of each Warrant, or if Units are specified in the applicable Final Terms, each Unit being cancelled at an amount equal to the fair market value of a Warrant or a Unit, as the case may be, taking into account the Non-Commencement or Discontinuance of the Exchange-traded Contract, less, except in the case of Italian Listed Securities, the cost to the relevant Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10; or

(b) in the case of Notes and Certificates:

(A) unless Delayed Redemption on Occurrence of Index Adjustment Event (in the case of Index Securities) or Delayed Redemption on Non-Commencement or Discontinuance of an Exchange-traded Contract (in the case of Debt Securities) is specified as being applicable in the applicable Final Terms, the relevant Issuer may redeem the Notes or Certificates by giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. If the Securities are so redeemed the relevant Issuer will pay an amount to each Holder in respect of each Security being redeemed at an amount equal to the fair market value of such Security taking into account the Non-Commencement or Discontinuance of the Exchange-traded Contract, less, except in the case of Italian Listed Securities, the cost to the relevant Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, provided that, if the Securities are Italian Listed Notes, the amount payable to each Holder in respect of the Security being redeemed shall be the Early Redemption Amount all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable; or

(B) if Delayed Redemption on Occurrence of Index Adjustment Event (in the case of Index Securities) or Delayed Redemption on Non-Commencement or Discontinuance of an Exchange-traded Contract (in the case of Debt Securities) is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Security taking into account the Non-Commencement or Discontinuance of the Exchange-traded Contract less, except in the case of Italian Listed Securities, the cost to the relevant Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements provided that if the Securities are Italian Listed Notes, the Calculation Agent shall calculate the Early Redemption Amount (the "**Calculated Contract Adjustment Amount**") as soon as practicable following the occurrence of the Non-Commencement or Discontinuance of the Exchange-traded Contract (the "**Calculated Contract Adjustment Amount Determination Date**") and on the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) shall redeem each Security at an amount calculated by the Calculation Agent equal to (x) the Calculated Contract Adjustment Amount plus interest accrued from and including the Calculated Contract Adjustment Amount Determination Date to but excluding the Redemption Date (in the case of Certificates) or the Maturity Date (in the case

of Notes) at a rate equal to 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, the Notional Amount (in the case of Certificates) or at its nominal amount (in the case of Notes); or

(ii) in the case of a Commodity Security that is a Rolling Futures Contract Security, the relevant Issuer may take such actions as described in Commodity Security Condition 3 (Consequences of a Market Disruption Event and Disruption Fallbacks) and Commodity Security Condition 4 (Adjustments to a Commodity Index), as applicable (see "*Market Disruption Events relating to Commodity Securities*" and "*Adjustment Events relating to Commodity Index Securities*" below).

Rollover ("**Rollover**") will be effected on the relevant day specified in the applicable Final Terms or the date selected by the Calculation Agent in its sole and absolute discretion within the Futures Rollover Period specified in the applicable Final Terms (the "**Futures Rollover Date**") within a certain time frame shortly before the expiration date of the current futures contract. Consequently on any Futures Rollover Date, the relevant Issuer will liquidate its positions assumed through the corresponding hedging arrangements in relation to the existing futures contract whose expiration is imminent and will assume corresponding positions in relation to a new futures contract having identical terms but with a different maturity selected by it acting in good faith and in a commercially reasonable manner.

At each Rollover there may be expenses incurred in replacing the futures contract which may have an adverse effect on the return on the Securities.

Prospective purchasers should be aware that in respect of Rolling Futures Contract Securities, the price difference between the futures involved in each Rollover may have a negative effect on the value of the securities and in the long term be higher than the positive performance of the underlying and result in a total loss of the investment in the Securities. Rolling Futures Contract Securities may not be suitable for investors who intend to invest medium to long term.

*Certain Considerations Associated with Inflation Index Securities*

An investment in Inflation Index Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Inflation Index Securities, Holders will receive an amount (if any) determined by reference to the value of the underlying inflation index/indices. Inflation Index Linked Interest Notes or Certificates pay interest calculated by reference to the value of the underlying inflation index/indices.

*Certain Considerations Associated with Currency Securities*

An investment in Currency Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Currency Securities, Holders will receive an amount (if any) determined by reference to the value of the currency/currencies and/or the physical delivery of a given amount of a currency or currencies. Accordingly, an investment in Currency Securities may bear similar market risks to a direct currency investment, and investors should take advice accordingly. Currency Linked Interest Notes or Certificates pay interest calculated by reference to the value of the underlying currency/currencies.

Fluctuations in exchange rates of the relevant currency (or basket of currencies) will affect the value of Currency Securities. Furthermore, investors who intend to convert gains or losses from the exercise, redemption or sale of Currency Securities 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 Currency Securities risk losing their entire investment if exchange rates of the relevant currency (or basket of currencies) do not move in the anticipated direction.

If additional warrants, securities or options relating to particular currencies or particular currency indices are subsequently issued, the supply of warrants and options relating to such currencies or currency indices, as applicable, in the market will increase, which could cause the price at which the Securities and such other warrants, securities and options trade in the secondary market to decline significantly.

*Certain Considerations Associated with Fund Securities*

An investment in Fund Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Fund Securities, Holders will receive an amount (if any) determined by reference to the value of the fund shares and/or the physical delivery of a given number of fund shares or units. Accordingly, an investment in Fund Securities may bear similar market risks to a direct fund investment, and investors should take advice accordingly. Fund Linked Interest Notes or Certificates pay interest or premium amount (as the case may be) calculated by reference to the value of the underlying fund shares or units. The price of units or shares in a fund may be affected by the performance of the fund service providers, and in particular the investment adviser.

No Fund Service Provider will have participated in the preparation of the relevant Final Terms or in establishing the terms of the Fund Securities, and none of the Issuer, the Guarantor (if applicable) or any Manager will make any investigation or enquiry in connection with such offering with respect to any information concerning any such issuer of fund shares or units contained in such Final Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available information described in this paragraph or in any relevant Final Terms) that would affect the trading price of the fund shares or units will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer of fund shares or units could affect the trading price of the fund shares or units and therefore the trading price of the Securities. Fund Securities do not provide Holders with any participation rights in the underlying Fund(s) and except in certain circumstances in the case of Physical Delivery Securities, do not entitle holders of Fund Securities to any ownership interest or rights in such Fund(s).

Except as provided in the Conditions, Holders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant fund shares or units to which such Securities relate.

*Certain Considerations Associated with Futures Securities*

An investment in Futures Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Futures Securities, Holders will receive an amount (if any) determined by reference to the value of the futures contract or basket of futures contracts. Accordingly, an investment in Futures Securities may bear similar market risks to a direct futures contract investment, and investors should take advice accordingly. Futures Linked Interest Notes or Certificates pay interest calculated by reference to the value of the underlying futures contract or basket of futures contracts.

*Additional Risk Factors for Credit Securities*

The Issuers may issue Notes, Certificates or Warrants where the amount payable is dependent upon whether certain events ("**Credit Events**") have occurred in respect of one or more Reference Entities and, if so, on the

value of certain specified assets of such Reference Entity/Entities or (in the case of Notes and Certificates only) where, if such events have occurred, such Issuer's obligation is to deliver certain specified assets.

The price of such Securities may be volatile and will be affected by, amongst other things, the time remaining to the maturity date, redemption date or expiration date and the creditworthiness of the Reference Entities, which in turn may be affected by the economic, financial and political events in one or more jurisdictions.

Where the Securities provide for physical delivery, the relevant Issuer may determine that the specified assets to be delivered are either (a) assets which for any reason (including, without limitation, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-receipt of any requisite consents with respect to the delivery of assets which are loans) it is impossible or illegal to deliver on the specified settlement date or (b) assets which the relevant Issuer and/or any Affiliate has not received under the terms of any transaction entered into by the relevant Issuer and/or such Affiliate to hedge such Issuer's obligations in respect of the Securities. Any such determination may delay settlement in respect of the Securities and/or cause the obligation to deliver such specified assets to be replaced by an obligation to pay a cash amount which, in either case, may affect the value of the Securities and, in the case of payment of a cash amount, will affect the timing of the valuation of such Securities and, as a result, the amount payable on redemption. Prospective purchasers should review the Conditions and the applicable Final Terms to ascertain whether and how such provisions should apply to the Securities.

The relevant Issuer's obligations in respect of Credit Securities are irrespective of the existence or amount of the relevant Issuer's and/or any Affiliates' credit exposure to a Reference Entity, and the relevant Issuer and/or any Affiliate need not suffer any loss nor provide evidence of any loss as a result of the occurrence of a Credit Event.

*Holders are exposed to risk on Reference Entities*

The holders of Credit Securities will be exposed to the credit risk of one or more Reference Entities, which exposure shall be to the full extent of their investment in such Credit Securities. Upon the occurrence of any of the default events comprising a Credit Event with respect to any Reference Entity, the Holders may suffer significant losses at a time when losses may be suffered by a direct investor in obligations of such Reference Entity. However, the holding of a Credit Security is unlikely to lead to outcomes which exactly reflect the impact of investing in an obligation of a Reference Entity, and losses could be considerably greater than would be suffered by a direct investor in the obligations of a Reference Entity and/or could arise for reasons unrelated to such Reference Entity. Holders should also note that a Credit Event may occur even if the obligations of a Reference Entity are unenforceable or their performance is prohibited by any applicable law or exchange controls.

Where Cash Settlement or Auction Settlement applies, the occurrence of a Credit Event in relation to any Reference Entity from time to time may result in a redemption of the Notes or Certificates in a reduced redemption amount or at zero, and, (if applicable) in a reduction of the amount on which interest is calculated. Where Physical Settlement applies, the occurrence of a Credit Event may result in the redemption of the Notes or Certificates based on the valuation (or by delivery) of certain direct or indirect obligations of the affected Reference Entity, which obligations are likely to have a market value which is substantially less than their par amount.

The holders of Warrants are exposed to the risk that an Event Determination Date does not occur during the term of the Warrants, in which case, the Warrants may expire without payment.

Investors in the Securities are accordingly exposed, as to the redemption amount, their initial investment and interest (if applicable), to the credit risk of the Reference Entity. The maximum loss to an investor in the Securities is 100 per cent. of their initial investment, together with (if applicable) any interest amounts.

*A Credit Event may occur prior to the Trade Date*

Holders of Credit Notes or Certificates may suffer a loss of some or all of the redemption amount of the Notes or Certificates in respect of one or more Credit Events that occur prior to the Trade Date or the Issue Date, if the Credit Event Backstop Date is specified as a date falling prior to such date. Accordingly, the Holder of Credit Notes or Certificates will be exposed to the risk of the occurrence of any Credit Event after the applicable Credit Event Backstop Date even if it occurs prior to the Issue Date, which may be several weeks after the Trade Date. If the Reference Entity suffers a Credit Event prior to the Issue Date (or if the Credit Event Backstop Date is specified as a date falling on or after the Issue Date, on or after such date), and a Credit Event Notice, and a Notice of Publicly Available Information (if applicable) are properly delivered, which may occur on or shortly after the Issue Date of the Notes or Certificates, such Notes or Certificates will be subject to exercise, at or shortly after the Issue Date. No interest will accrue on such Notes or Certificates. Neither the Calculation Agent or the relevant Issuer nor any of their respective Affiliates has any responsibility to inform any Holder, or avoid or mitigate the effects of a Credit Event that has taken place prior to the Trade Date or the Issue Date.

*Increased credit risks associated with Nth-to-Default Credit Notes or Certificates*

Where the Notes or Certificates are Nth-to-Default Credit Notes or Certificates, the Notes or Certificates will be subject to redemption in full as described above upon the occurrence of a Credit Event in relation to the nth Reference Entity. The credit risk to Holders may therefore be increased as a result of the concentration of Reference Entities in a particular industry sector or geographic area or the exposure of the Reference Entities to similar financial or other risks.

*Credit risk may be increased where Reference Entities are concentrated in a particular Sector or region*

Where the Notes or Certificates are Nth-to-Default Credit Notes or Certificates or Linear Basket Credit Notes or Certificates, the credit risk to investors in the Notes or Certificates may be increased, amongst other things, as a result of the concentration of Reference Entities in a particular industry sector or geographic area, or the exposure of the Reference Entities to similar financial or other risks as other Reference Entities.

*Increased risks associated with Tranched Credit Securities*

Tranched Credit Securities create leveraged exposure to the credit risk of the Reference Entities as the implicit portfolio size or size of the aggregate notional amount of the Reference Portfolio is significantly larger than the aggregate nominal or notional amount of the Credit Securities. Investors can lose a significant part or all of their investment even if a Credit Event occurs in respect of only one or a few of the Reference Entities comprising the Reference Portfolio. The value of the Tranched Credit Securities may be more volatile and credit losses in respect of the Tranched Credit Securities may be greater than would be the case in the absence of such leverage. The value of the Tranched Credit Securities may also be adversely affected by changes in the relative value of different tranches of credit risk on the Reference Portfolio. Such relative value changes may occur as a result of, for example, changes in assumptions by market participants to model the credit risk of the Reference Portfolio, correlation between the Reference Entities, as well as changes in the supply of and demand for credit protection in relation to each such tranche.

*Issuer and Calculation Agent will act in their own interests*

Each of the Issuer and the Calculation Agent will exercise its rights under the terms of the Securities, including in particular the right to designate a Credit Event and the right to select obligations of the affected Reference Entity for valuation or in respect of the Notes or Certificates, delivery, in its own interests and those of its Affiliates, and not in the interests of investors in the Securities. The exercise of such rights in such manner, for example by the selection of the eligible obligations of the Reference Entity having (i) in the case of Notes and

Certificates, the lowest possible market value for valuation or delivery, as applicable, may result in an increased credit loss for holders of the Certificates; or (ii) in the case of Warrants, the highest possible market value for valuation in respect of Warrants, may result in an lower amount payable to the holder of the Warrants. The exercise of such discretion by the Issuer or Calculation Agent could adversely affect (i) the value of the amount in cash, if any, which will be paid in respect of any Securities on the applicable redemption date or expiration date, if any, or (ii) in the case of Notes or Certificates, the market value of the portfolio of obligations the relevant Issuer will Deliver.

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent shall (in the absence of manifest error) be final and binding on the Holders. In performing its duties pursuant to the Securities and making any determinations expressed to be made by it, for example, as to substitute Reference Obligations or Successors, the Calculation Agent shall act in its sole and absolute discretion and is under no obligation to act in the interests of the Holders, nor will it be liable to account for any profit or other benefit which may accrue to it as a result of such determinations. The Calculation Agent is not bound to follow, or act in accordance with, any determination of the relevant Credit Derivatives Determinations Committee.

*Actions of Reference Entities may affect the value of the Credit Securities*

Actions of Reference Entities (for example, merger or demerger or the repayment or transfer of indebtedness) may adversely affect the value of the Securities. Holders of the Securities should be aware that the Reference Entities to which the value of the Securities is exposed, and the terms of such exposure, may change over the term of the Securities.

*Payments in the Credit Securities may be deferred or suspended*

In certain circumstances, for example where (a) a Credit Event has occurred and the related credit loss has not been determined as at the relevant date for payment, (b) where a potential Credit Event exists as at the Maturity Date of the Notes, the Redemption Date of the Certificates or as at the Expiration Date of the Warrants, or (c) pending a resolution of a Credit Derivatives Determinations Committee, payment of the redemption amount or settlement amount of the Securities and/or interest on the Notes or Certificates may be deferred for a material period in whole or part without compensation to the holders of the Notes or Certificates.

*Suspension of Obligations will suspend payment of principal and interest*

If the Calculation Agent determines that, under the terms of the Credit Securities, the obligations of the parties would be suspended pending a resolution of a Credit Derivatives Determination Committee all of the obligations of the relevant Issuer under each Credit Security (including any obligation to deliver any notices, pay any interest, principal or settlement amount or to make any delivery) and if so specified in the Final Terms, all of the obligations of the relevant Calculation Agent to calculate any interest under each Credit Security shall, be and remain suspended until ISDA publicly announces that the relevant Credit Derivatives Determination Committee has resolved the matter in question or not to determine such matters. The Calculation Agent will provide notice of such suspension as soon as reasonably practicable; however, any failure or delay by the Calculation Agent in providing such notice will not affect the validity or effect of such suspension. No interest shall accrue on any payments which are suspended in accordance with the above.

*Use of Auction Settlement may adversely affect returns to Holders*

Where the Credit Securities are redeemed following the occurrence of a Credit Event by reference to an auction sponsored by ISDA, the relevant Issuer or its Affiliates may act as a participating bidder in any such auction and, in such capacity, may take certain actions which may influence the Auction Final Price including

(without limitation) submitting bids, offers and physical settlement requests with respect to the obligations of the Reference Entity. If the relevant Issuer or its Affiliates participate in an Auction, then they will do so without regard to the interests of Holders, and such participation may have a material adverse effect on the outcome of the relevant Auction and/or on the Credit Securities. Holders will have no right to submit bids and/or offers in an Auction.

The Auction Final Price determined pursuant to an auction may be less than the market value that would otherwise have been determined in respect of the specified Reference Entity or its obligations. In particular, the Auction process may be affected by technical factors or operational errors which would not otherwise apply or may be the subject of actual or attempted manipulation. Auctions may be conducted by ISDA or by a relevant third party. Neither the Calculation Agent, the relevant Issuer nor any of their respective Affiliates has any responsibility for verifying that any auction price is reflective of current market values, for establishing any auction methodology or for verifying that any auction has been conducted in accordance with its rules. The relevant Issuer will have no responsibility to dispute any determination of an Auction Final Price or to verify that any Auction has been conducted in accordance with its rules.

Following an M(M)R Restructuring Credit Event in relation to which ISDA sponsors multiple concurrent auctions, but where there is no relevant auction relating to credit derivative transactions with a maturity corresponding to the Credit Securities, if the Calculation Agent exercises the right of the buyer or, as the case may be, seller of credit risk protection under the Credit Securities to elect that the Auction Final Price is determined by reference to an alternative Auction, the Auction Final Price so determined may be lower (in the case of Notes or Certificates) or higher (in the case of Warrants) than the amount which would have been determined based on quotations sought from third party dealers, thereby reducing the amount payable to Holders.

*Use of Cash Settlement may adversely affect returns to Holders*

If the Securities are cash settled, then, following the occurrence of a Credit Event, the Calculation Agent will be required to seek quotations in respect of selected obligations of the affected Reference Entity. Quotations obtained will be (i) in the case of Notes and Certificates, "bid-side" - that is, they will be reduced to take account of a bid-offer spread charged by the relevant dealer; or (ii) in the case of Warrants, "offer-side". Such quotations may not be available, or the level of such quotations may be substantially reduced or may vary substantially as a result of illiquidity in the relevant markets or as a result of factors other than the credit risk of the affected Reference Entity (for example, liquidity constraints affecting market dealers). Accordingly, any quotations so obtained may be significantly different from the value of the relevant obligation which would be determined by reference to (for example) the present value of related cashflows. Quotations will be deemed to be zero in the event that no such quotations are available.

*"Cheapest-to-Deliver" risk for Notes and Certificates and conversely for Warrants*

Since the Issuer, as buyer of protection in respect of the Notes or Certificates has discretion to choose the portfolio of obligations and/or assets to be valued or delivered following a Credit Event in respect of a Reference Entity, it is likely that the portfolio of obligations and/or assets selected will be obligations of the Reference Entity and/or assets with the lowest market value that are permitted to be selected pursuant to the terms of the Securities. This could result in a lower recovery value and hence greater losses for investors in the Notes or Certificates.

Conversely, the Issuer as seller of protection in respect of the Warrants has discretion to choose the portfolio of obligations and/or assets to be valued following a Credit Event in respect of a Reference Entity, and it is likely that the portfolio of obligations and/or assets selected will be obligations of the Reference Entity and/or assets with the highest market value that are permitted to be selected pursuant to the terms of the Warrants. This could result in a higher recovery value and hence a lower settlement amount for investors in the Warrants.

*Asset Package Delivery risks*

The 2014 Definitions introduced the concept of asset package delivery. In certain circumstances where (a) "Financial Reference Entity Terms" and "Governmental Intervention" applies in respect of a Reference Entity and (i) there is a Governmental Intervention Credit Event; or (ii) a Restructuring Credit Event in respect of the Reference Obligation where such Restructuring does not constitute a Governmental Intervention or (b) a Restructuring Credit Event in respect of a Sovereign, then a related asset package resulting from a prior deliverable obligation (where "Financial Reference Entity Terms" apply) or package observable bond (where the Reference Entity is a sovereign) may also be deliverable. The asset package would be treated as having the same outstanding principal as the corresponding prior deliverable obligation or package observable bond.

If the resulting asset package is deemed to be zero where there are no resulting assets, the related credit loss will be 100 per cent. notwithstanding the recovery value on any other obligations of the Reference Entity.

The risk factors "*Use of Auction Settlement may adversely affect returns to Holders*" and "*"Cheapest-to-Deliver" risk for Notes and Certificates and conversely for Warrants*" above would apply to any asset or asset package.

If an asset in the asset package is a non-transferable instrument or non-financial instrument, the value of such asset will be the market value determined by reference to a specialist valuation or in accordance with methodology determined by the Credit Derivatives Determinations Committees. See "*Conflicts of Interest - Credit Derivatives Determinations Committees*" and "*Rights associated with Credit Derivatives Determinations Committees*" for risk factors relating to valuation in accordance with CDDC methodology.

*Increased risks where "Zero Recovery" is applicable*

Where "Zero Recovery" is applicable, if a Credit Event occurs in respect of a Reference Entity, investors will automatically lose an amount in principal or notional amount of the Credit Security equal to the portion of the Credit Security which is allocated to the credit risk of the affected Reference Entity. Investors should note that, in such circumstances, the Auction Final Price, Weighted Average Final Price or Final Price (which would otherwise apply in the absence of "Zero Recovery") or the recovery on any investments in bonds or other instruments issued by such Reference Entity will be higher (and may be significantly higher) than the zero recovery value ascribed to such Reference Entity under the Notes. Furthermore, the market value of the Credit Securities may not reflect the market value of a credit default swap on the Reference Entity or any other products linked to or issued by the Reference Entity which may be significantly higher.

*The Issuer and Calculation Agent are not obliged to disclose information on Reference Entities*

The relevant Issuer and the Calculation Agent are not obliged to disclose to holders of the Securities any information which they may have at the Issue Date or receive thereafter in relation to any Reference Entity.

*Risks may be compounded*

Various risks relating to the Securities may be correlated or compounded and such correlation and/or compounding may result in increased volatility in the value of the Securities and/or in increased losses for holders of the Securities.

*The Issuer is not obliged to suffer any loss as a result of a Credit Event*

Where the Securities are Single Reference Entity Credit Notes or Certificates, Nth-to-Default Credit Notes or Certificates or Linear Basket Credit Notes or Certificates, credit losses will be calculated for the purposes of the Notes or Certificates irrespective of whether the relevant Issuer or its Affiliates has suffered an actual loss

in relation to the Reference Entity or any obligations thereof. The relevant Issuer is not obliged to account for any recovery which it may subsequently make in relation to such Reference Entity or its obligations.

*The Securities do not represent an interest in obligations of Reference Entities*

The Securities do not constitute an acquisition by the holders of the Securities of any interest in any obligation of a Reference Entity and the Holders will not have any voting or other rights in relation to such obligation. The relevant Issuer does not grant any security interest over any such obligation.

*The value of the Securities may be adversely affected by Illiquidity or Cessation of Indices*

In determining the value of the Securities, dealers may take into account the level of a related credit index in addition to or as an alternative to other sources of pricing data. If any relevant index ceases to be liquid, or ceases to be published in its entirety, then the value of the Securities may be adversely affected.

*Historical performance may not predict future performance*

Individual Reference Entities may not perform as indicated by the historical performance of similar entities and no assurance can be given with respect to the future performance of any Reference Entities. Historical default statistics may not capture events that would constitute Credit Events for the purposes of the Securities.

*Limited provision of information about the Reference Entities*

This Base Prospectus does not provide any information with respect to the Reference Entities. Investors should conduct their own investigation and analysis with respect to the creditworthiness of Reference Entities and the likelihood of the occurrence of a Succession Event or Credit Event.

Reference Entities may not be subject to regular reporting requirements under United Kingdom securities laws. The Reference Entities may report information in accordance with different disclosure and accounting standards. Consequently, the information available for such Reference Entities may be different from, and in some cases less than, the information available for entities that are subject to the reporting requirements under the United Kingdom securities laws. None of the Issuers or the Calculation Agent or any of their respective Affiliates make any representation as to the accuracy or completeness of any information available with respect to the Reference Entities.

None of the Issuers or the Calculation Agent or any of their respective Affiliates will have any obligation to keep investors informed as to any matters with respect to the Reference Entities or any of their obligations, including whether or not circumstances exist that give rise to the possibility of the occurrence of a Credit Event or a Succession Event with respect to the Reference Entities.

Prospective investors should note that in certain circumstances, there may be no requirement for the relevant Issuer to give information which is generally publicly available in relation to the occurrence of a Credit Event. If a Credit Event occurs in respect of an Obligation of a Reference Entity which is not public, Holders of the Securities may not be able to verify the occurrence of such Credit Event.

*Cash settlement (whether by reference to an auction or a dealer poll) may be less advantageous than physical delivery of assets*

Payments on the Credit Securities following the occurrence of an Event Determination Date may be in cash and will reflect the value of relevant obligations of the affected Reference Entity at a given date. Such payments may be less than the recovery which would ultimately be realised by a holder of debt obligations of the affected Reference Entity, whether by means of enforcement of rights following a default or receipt of distributions following an insolvency or otherwise.

*Conflicts of Interest – Credit Derivatives Determinations Committees*

The relevant Issuer or any of its Affiliates may act as a member of a Credit Derivatives Determinations Committees. In such case, the interests of the relevant Issuer or its Affiliates may be opposed to the interests of Holders and they will be entitled to and will act without regard to the interests of Holders.

*Rights Associated with Credit Derivatives Determinations Committees*

The institutions of the Credit Derivatives Determinations Committee owe no duty to the Holders and have the ability to make determinations that may materially affect the Holders, such as the occurrence of a Credit Event or a Succession Event. A Credit Derivatives Determinations Committee may be able to make determinations without action or knowledge of the Holders.

Holders may have no role in the composition of any Credit Derivatives Determinations Committee. Separate criteria apply with respect to the selection of dealer and non-dealer institutions to serve on a Credit Derivatives Determinations Committee and the Holders may have no role in establishing such criteria. In addition, the composition of a Credit Derivatives Determinations Committee will change from time to time in accordance with the Rules, as the term of an institution may expire or an institution may be required to be replaced. The Holders may have no control over the process for selecting institutions to participate on a Credit Derivatives Determinations Committee and, to the extent provided for in the Securities, will be subject to the determinations made by such selected institutions in accordance with the Rules.

Holders may have no recourse against either the institutions serving on a Credit Derivatives Determinations Committee or the external reviewers. Institutions serving on a Credit Derivatives Determinations Committee and the external reviewers, among others, disclaim any duty of care or liability arising in connection with the performance of duties or the provision of advice under the Rules, except in the case of gross negligence, fraud or wilful misconduct. Furthermore, the institutions on a Credit Derivatives Determinations Committee do not owe any duty to the Holders and the Holders will be prevented from pursuing claims with respect to actions taken by such institutions under the Rules.

Holders should also be aware that institutions serving on a Credit Derivatives Determinations Committee have no duty to research or verify the veracity of information on which a specific determination is based. In addition, a Credit Derivatives Determinations Committee is not obligated to follow previous determinations and, therefore, could reach a conflicting determination on a similar set of facts. If the relevant Issuer or the Calculation Agent or any of their respective Affiliates serve as a member of a Credit Derivatives Determinations Committee at any time, then they will act without regard to the interests of the Holders.

Holders are responsible for obtaining information relating to deliberations of a Credit Derivatives Determinations Committee. Notices of questions referred to the Credit Derivatives Determinations Committee, meetings held to deliberate such questions and the results of binding votes will be published on the ISDA website and neither the relevant Issuer, the Calculation Agent nor any of their respective Affiliates shall be obliged to inform the Holders of such information (other than as expressly provided in respect of the Securities). Failure by the Holders to be aware of information relating to deliberations of a Credit Derivatives Determinations Committee will have no effect under the Securities and Holders are solely responsible for obtaining any such information.

Investors should read the Credit Derivatives Determinations Committees Rules as amended from time to time as set out on the ISDA website, http://www.isda.org/credit/revisedcrules.html and reach their own views prior to making any investment decisions. Investors should however note that the Rules may subsequently be amended from time to time without the consent or input of the Holders and the powers of the Credit Derivatives Determinations Committee may be expanded or modified as a result.

*Multiple Auctions Following Restructuring Credit Event*

Where multiple concurrent Auctions are held following a Restructuring Credit Event, the relevant Issuer may be entitled to select a particular Auction for the purposes of settlement of the Credit Securities. The relevant Issuer will make such election acting in its own interests and not in the interests of the Holders.

*Credit Warrants*

Credit Warrants are Securities in respect of which the relevant Issuer has effectively sold protection on one or more Reference Entities to the Holders and payments on such Warrants will depend on the occurrence of a Credit Event with respect to such Reference Entities.

Any deterioration in the creditworthiness of a Reference Entity will increase the likelihood of a Credit Warrant being capable of being exercised. However, any improvement in the creditworthiness of a Reference Entity may decrease the likelihood of a Credit Warrant being exercised and as a result such improvements may adversely affect the value of such Warrant.

In relation to any Credit Warrants, where the Credit Derivatives Determinations Committee determines that a Restructuring Credit Event has occurred in relation to a Reference Entity and the Calculation Agent determines that an Auction will be or has been held in relation to Deliverable Obligations which are eligible as Valuation Obligations under the terms of the Warrants, the Warrants will be exercised by delivery of a Credit Event Notice by the Calculation Agent (without notice from the Holder as buyer of protection). This may result in a lower return on the Warrants than if such Warrants had not been automatically exercised in such circumstances. Conversely, where no such Deliverable Obligations exist, the Warrants will not be exercised and will expire worthless.

*Risks relating to deposits*

Certain credit linked Notes or Certificates may be linked to the creditworthiness of a financial institution at which the Hedge Counterparty has made a deposit. Where a Credit Event occurs with respect to the relevant financial institution (which will be the Reference Entity in respect of the Securities) and the Conditions to Settlement are satisfied, the amount which is paid to a Holder will depend on both the fair market value of the Security (as determined by the Calculation Agent without taking into account the credit linked provisions of the Security) and either the proportion of the deposit which is recovered from the Reference Entity or, alternatively, if the Hedge Counterparty transfers its rights in respect of the deposit to a third party (which may be an affiliate of the Hedge Counterparty), the proportion of the deposit represented by the amount which is received from a third party in respect of such transfer, in each case less costs involved in unwinding related hedging transactions or hedging positions and as adjusted to reflect the proportion of the Securities held by an entity in the BNP Paribas Group.

*The Calculation Agent may modify the terms of the Securities*

The Calculation Agent may, following its determination that there has been a change in the prevailing market standard terms or market trading conventions that affects any hedging transaction, modify the terms of the Securities to the extent reasonably necessary to ensure consistency with the prevailing market standard terms or market trading conventions, without the consent of Holders or prior notice to Holders. The Calculation Agent is not obliged to make any such modifications. If the Calculation Agent modifies the terms of the Securities, it will do so without regard to the interests of the holders of the Securities and any such modification may be prejudicial to the interests of the holder of the Securities.

*Certain Considerations Associated with Hybrid Securities*

An investment in Hybrid Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Hybrid Securities Holders will receive an amount (if any) determined by reference to the value of a number of different Underlying References. Hybrid Linked Interest Notes or Certificates pay interest calculated by reference to the value of a number of different Underlying References.

*Certain Considerations Associated with Open End Certificates and OET Certificates*

Open End Certificates and OET Certificates do not have any pre-determined maturity and may be redeemed on any date determined by the relevant Issuer, in its sole and absolute discretion, subject to compliance with the provisions of the Conditions. Investment in Open End Certificates and OET Certificates will entail additional risks compared with other Certificates, due to the fact that the redemption date for such Open End Certificates and OET Certificates cannot be determined by the investor.

*Certain Considerations Associated with Securities listed on Euronext Paris which are Knock-in Event, Knock-out Event Securities or OET Certificates listed on Euronext Paris*

Securities listed on Euronext Paris in respect of which "Knock-in Event" or "Knock-out Event" is specified as applicable in the relevant Final Terms or which are OET Certificates, in each case listed on Euronext Paris constitute "leverage products" (*produits à levier*) within the meaning of the classification of warrants and certificates published by Euronext Paris in a notice dated 7 November 2007. The use of such classification is recommended by the AMF in accordance with its press release of 28 November 2007. However, all the characteristics and risks of the above mentioned Securities and OET Certificates may not be totally reflected by this classification. In addition, this classification may be amended at any time by Euronext Paris.

*Certain Considerations Associated with Multiple Exercise Certificates*

If the Certificates are specified to be Multiple Exercise Certificates, each Certificate will, subject to the renouncement by a Certificate holder, be automatically exercised on each Exercise Date and the relevant Cash Settlement Amount (if any) paid on the relevant Exercise Settlement Date. Following the payment of the Cash Settlement Amount (if any) in respect of the final Exercise Settlement Date, the relevant Issuer shall have discharged its obligations in respect of the Certificates and shall have no other liability or obligation whatsoever in respect of such Certificates.

**3. Additional Factors relating to certain Underlying References**

*Certain Considerations Associated with Securities linked to ETIs*

ETI Securities linked to one or more interest in exchange traded instruments reflect the performance of such interest in exchange traded instruments.

An exchange traded instrument may invest in and trade in a variety of investments and financial instruments using sophisticated investment techniques for hedging and non-hedging purposes. Such financial instruments and investment techniques may include, but are not limited to, the use of leverage, short sales of securities, derivative transactions, such as swaps, stock options, index options, futures contracts and options on futures, lending of securities to certain financial institutions, entry into repurchase and reverse repurchase agreements for securities and the investment in foreign securities and foreign currencies.

The amount payable on ETI Securities will be dependent on the performance of the relevant ETI(s) underlying the ETI Securities, which may be linked to the reported NAV per ETI Interest, the trading price available on an exchange for the relevant ETI Interest and/or the actual redemption proceeds the Hedge Provider or a

hypothetical investor in the relevant ETI(s) would receive. The amount payable on the ETI Securities may be less and in certain circumstances may be significantly less than the return from a direct investment in the relevant ETI(s) and may be zero.

Unlike Funds, exchange traded instruments are not actively managed. The value of an interest in an exchange traded instrument will decline, more or less, in line with the decline of any securities or the value of any index underlying or linked to the relevant exchange traded instrument. Exchange traded instruments involve risks similar to those of investing in any equity securities traded on an exchange, such as market fluctuations caused by, amongst other things, economic and political developments, changes in interest rates and perceived trends in prices of securities. Where the relevant exchange traded instrument is linked to a particular index, the return on such exchange traded instrument may not match the return of the particular index.

Potential investors in ETI Securities should be aware that none of the relevant Issuer, the Guarantor (if any) or the Calculation Agent have any control over investments made by the relevant exchange traded instrument(s) and in no way guarantee the performance of an exchange traded instrument or the amount payable to holders of ETI Securities.

In hedging the relevant Issuer's obligations under the ETI Securities, the Hedge Provider is not restricted to any particular hedging practice. Accordingly, the Hedge Provider may hedge its exposure using any method it, in its sole discretion, deems appropriate, including, but not limited to, investing in the relevant exchange traded instrument(s), replicating the performance of the relevant exchange traded instrument(s) or holding any of the assets underlying the relevant exchange traded instrument(s). The Hedge Provider may perform any number of different hedging practices with respect to ETI Securities.

Investing directly or indirectly in interests in exchange traded instruments is generally considered to be risky. If the exchange traded instrument does not perform sufficiently well, the value of the Securities will fall, and may in certain circumstances be zero.

Prospective investors should review carefully the prospectus, information memorandum and/or offering circular (if any) issued by any relevant exchange traded instrument before purchasing any ETI Securities. None of the relevant Issuer, the Guarantor (if any), the Calculation Agent or any of their respective Affiliates make any representation as to the creditworthiness of any relevant exchange traded instrument or any such exchange traded instrument's administrative, custodian, investment manager or adviser.

*Certain Considerations Associated with Securities linked to Funds*

Where an Issuer issues Fund Securities linked to one or more Funds, including Hedge Funds, Mutual Funds or Private Equity Funds, the relevant Securities reflect the performance of such fund(s).

Funds may trade and invest in a broad range of investments and financial instruments using sophisticated investment techniques for hedging and non-hedging purposes such as debt and equity securities, commodities and foreign exchange and may enter into derivative transactions, including, without limitation, futures, swaps and options. Such financial instruments and investment techniques may also include, but are not limited to, the use of leverage, short sales of securities, transactions that involve the lending of securities to financial institutions, the entry into repurchase and reverse repurchase agreements for securities and the investment in foreign securities and foreign currencies. While these investment strategies and financial instruments provide the investment manager and/or adviser of a Fund the flexibility to implement a range of strategies in an attempt to generate positive returns for the Fund, they also create the risk of significant losses that may adversely affect the value of the Fund and therefore the return on the Fund Securities. Potential investors should be aware that none of the relevant Issuer, the Guarantor (if any) or the Calculation Agent have any control over investments made by a Fund and therefore in no way guarantee the performance of a Fund and therefore the amount due to Holders on cancellation or redemption, as applicable, of the Fund Securities. Funds may often be illiquid and

may only be traded on a monthly, quarterly or even less frequent basis. The trading strategies of Funds are often opaque. Funds, as well as the markets and instruments in which they invest, are often not subject to review by governmental authorities, self-regulatory organisations or other supervisory authorities.

The amount payable on Fund Securities will be dependent on the performance of the relevant Fund(s) underlying the Fund Securities, which may be linked to the reported NAV per Fund Share and/or the actual redemption proceeds the Hedge Provider or a hypothetical investor in the relevant Fund(s) would receive. The amount payable on the Fund Securities may be less than the amount payable from a direct investment in the relevant Fund(s). In certain circumstances, a Fund may continue reporting a NAV per Fund Share, but the Hedge Provider or a hypothetical investor may not be able to realise their investment in the relevant Fund(s) at such reported NAV per Fund Share. In such a case, the return on the Fund Securities may be less and in certain circumstances may be significantly less than the reported performance of the relevant Fund(s) and may be zero.

A Fund may be established as part of a master-feeder fund structure. Generally, a master-feeder fund structure involves the incorporation of a "master" fund company into which separate and distinct "feeder" funds invest. Active management of any investment strategy is, generally, performed at the master fund level. In instances where the Fund(s) underlying the relevant Fund Securities are "feeder" funds, the Extraordinary Fund Events (see "*Other Events relating to Fund Securities*" below) extend to include the "master" fund and its service providers. In conducting their own due diligence of the relevant Fund(s), prospective investors should pay particular attention to whether the relevant Fund(s) are established as part of a master-feeder fund structure.

In hedging the relevant Issuer's obligations under the Fund Securities, the Hedge Provider is not restricted to any particular hedging practice. Accordingly, the Hedge Provider may hedge its exposure using any method it, in its sole discretion, deems appropriate, including, but not limited to, investing in the relevant Fund(s), replicating the performance of the relevant Fund(s) or holding any of the assets underlying the relevant Fund(s). The Hedge Provider may perform any number of different hedging practices with respect to Fund Securities.

For all the above reasons, investing directly or indirectly in Funds is generally considered to be risky. If the underlying Fund does not perform sufficiently well, the value of the Security will fall, and may in certain circumstances be zero.

*Certain Considerations Associated with Securities Linked to Emerging Markets*

Each Issuer may issue Securities where the amount payable on exercise or redemption or the interest payable is linked to Underlying References which consist of (i) securities, funds or indices comprising securities of issuers that are located in, or subject to regulation in, emerging or developing countries, or (ii) securities 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 Securities, 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. Securities 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 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 the Securities should also be aware that the probability of the occurrence of a Hedging Disruption Event (or other Adjustment Event under the relevant legal terms as set out further in the Security Conditions) 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.

*Certain Considerations Associated with certain Dynamic Securities*

Each Issuer may issue dynamic Securities ("**Dynamic Securities**"). Dynamic Securities may be linked to a portfolio or strategy often comprising assets with a greater potential for return and consequently greater risk (e.g. a Hedge Fund) and assets with a lower return and consequently lesser risk (e.g. a zero coupon debt security issued by an issuer with a high credit rating). The portfolio or strategy may include leverage on certain specified terms. The portfolio or strategy is dynamic and may rebalance between the relevant assets based upon a specified allocation methodology. The value of Dynamic Securities is determined by reference to the underlying portfolio or strategy. This portfolio or strategy may change during the term of the Securities, which may affect the value of, and any return on, the Securities.

Considering the above aspects, Dynamic Securities are by their nature intrinsically complex, which makes their evaluation difficult in terms of risk at the time of the purchase as well as thereafter. Investors should therefore purchase Dynamic Securities only after having completely understood and evaluated either themselves or with a financial adviser the nature and the risk inherent in the Dynamic Security.

*Certain Considerations Associated with Preference Share Certificates*

BNPP B.V. and BNPP may issue Preference Share Certificates where the amount payable on redemption is dependent upon the changes in the value of certain preference shares, which may fluctuate up or down depending on the performance of the relevant underlying asset(s) or basis of reference to which the preference shares are linked (the "**Preference Share Underlying**") as set out in the terms and conditions of the relevant series of preference shares (the "**Terms of the Preference Shares**"). If as a result of the performance of the Preference Share Underlying, the performance of the preference shares is negative, the value of the Preference Share Certificates will be adversely affected. Purchasers of Preference Share Certificates risk losing all or a part of their investment if the value of the preference shares does not move in the anticipated direction.

An investment in Preference Share Certificates will entail significant risks not associated with a conventional debt or equity security. Purchasers of Preference Share Certificates should conduct their own investigations and, in deciding whether or not to purchase the Preference Share Certificates, prospective purchasers should form their own views of the merits of an investment related to the preference shares based upon such investigations and not in reliance on any information given in this Base Prospectus.

*Additional Risk Factors for Preference Share Certificates*

*Risks relating to Potential Early Redemption*

As set out further in the Preference Share Certificate Conditions, Preference Share Certificates will be subject to early redemption in whole if, in the determination of the Calculation Agent, an illegality, force majeure, Potential Adjustment Event, Additional Disruption Event, Optional Additional Disruption Event or Extraordinary Event occurs or if the Preference Share Issuer delivers a notice to the Issuer in respect of early redemption of the preference shares. In these circumstances the Issuer may redeem the Preference Share Certificates at the Early Redemption Amount. The Early Redemption Amount may be less (and in certain circumstances, significantly less) than investors' initial investment. Holders will not benefit from any appreciation of the preference shares that may occur following such redemption.

The preference shares may contain an "auto-call" mechanism, which may be triggered by certain annual changes in the value of the Preference Share Underlying. If the preference share redemption date is brought forward under that mechanism, the Issuer will also bring forward the Redemption Date under the Preference Share Certificates and the Preference Share Certificates will be redeemed by payment of an amount determined by reference to the performance of the preference shares.

*Exposure to the Preference Share Underlying*

The Preference Share Underlying may be a specified index or basket of indices, a specified equity or basket of equities, a specified currency or basket of currencies, a specified commodity, commodity index, basket of commodities or commodity indices, a specified fund share or unit or basket of fund shares or units or such other underlying instruments, bases of reference or factors as may be determined by the Preference Share Issuer and specified in the Terms of the Preference Shares. *Consequently potential investors should also consider the risk factors set out herein in respect of the risks involved in investing in Securities (in this case the preference shares) linked to certain relevant underlying reference assets.*

The Terms of the Preference Shares provide that the preference shares will be redeemable on their final redemption date (or otherwise in accordance with the Terms of the Preference Shares). On redemption, the preference shares will carry preferred rights to receive an amount calculated by reference to the performance of the Preference Share Underlying.

Investors should review the Terms of the Preference Shares and the Preference Share Issuer's constitutional documents and consult with their own professional advisers if they consider it necessary.

*Risks relating to the Preference Share Issuer and the Preference Shares*

Preference Share Certificates are linked to the performance of the relevant preference shares issued by the Preference Share Issuer. Investors bear the Preference Share Issuer risk. The value of the Preference Share Certificates is dependent on the value of the preference share, which will depend in part on the creditworthiness of the Preference Share Issuer, which may vary over the term of the Preference Share Certificates. The Preference Share Issuer is not an operating company. Its sole business activity is the issue of redeemable preference shares. The Preference Share Issuer does not have any trading assets and does not generate any significant net income. As its funds are limited any misappropriation of funds or other fraudulent action by the Preference Share Issuer or person acting on its behalf would have a significant effect on the value of the preference shares and will affect the value of the Preference Share Certificates.

The Preference Share Issuer, BNP Paribas Arbitrage S.N.C. in its capacity as the Calculation Agent in respect of the preference shares (the "**Preference Share Calculation Agent**"), the Issuers and Guarantors are each members of the BNP Paribas Group and are affiliates or subsidiaries of the Calculation Agent. As a result of these relationships, potential conflicts of interest may arise between such parties acting in their respective capacities. Subject to any relevant regulatory obligations, the Preference Share Issuer and the Preference Share Calculation Agent owe no duty or responsibility to the relevant Issuer and Guarantor (if applicable) or any Holder to avoid any conflict or to act in the interests of any Holder. The Preference Share Issuer may also rely on members of the BNP Paribas Group (including the Preference Share Calculation Agent) or other service providers to perform its operational requirements. In the event any relevant BNP Paribas Group entities or other service providers fail to perform any obligations, this may adversely affect the value of the preference shares and potentially the amounts payable under the Certificates.

In addition to providing calculation agency services to the Preference Share Issuer, BNP Paribas Arbitrage S.N.C. or any of its affiliates, may perform further or alternative roles relating to the Preference Share Issuer and any other series of preference shares including, but not limited to, for example, being involved in arrangements relating to any of the underlying reference assets (for example as a calculation agent). Further,

BNP Paribas Arbitrage S.N.C. or any of its affiliates may contract with the Preference Share Issuer and/or enter into transactions which relate to the Preference Share Issuer, the preference shares or any of the underlying reference assets and as a result BNP Paribas Arbitrage S.N.C. may face a conflict between its obligations as Preference Share Calculation Agent and its and/or its affiliates' interests in other capacities.

*No ownership rights*

An investment in Preference Share Certificates is not the same as an investment in the preference shares and does not confer any legal or beneficial interest in the preference shares or any Preference Share Underlying or any voting rights, right to receive dividends or other rights that a holder of the preference shares or any Preference Share Underlying may have.

## 4. Additional Risks Associated with Secured Securities

BNPP B.V. may issue Secured Securities.

*Shortfall on realisation of Collateral Pool*

Where BNPP B.V. is the Issuer of a series of W&C Securities, the Holders are exposed to credit risk on BNPP B.V. and BNPP as Guarantor. In order to mitigate against such credit risk which may apply where the W&C Securities are not Secured Securities, BNPP B.V. may issue Secured Securities where security will be provided in respect of such Secured Securities although the security provided for a series of Secured Securities is limited to the Collateral Assets in the Collateral Pool applicable to such series. Such Collateral Pool may be shared by a number of series of Secured Securities where so specified in the applicable Final Terms. The value realised for the Collateral Assets in the relevant Collateral Pool may be insufficient to pay the Security Termination Amount in respect of the relevant series of Secured Securities, in which case a "Shortfall" will be deemed to occur unless, Physical Delivery of Collateral and Nominal Value Collateralisation is applicable in respect of all the Secured Securities secured by the relevant Collateral Pool. In the event of the insolvency of BNPP B.V. and the Guarantor, investors may lose all or a substantial portion of their investment as the Guarantor may not be in a position to pay all or part of any Shortfall.

*Adjustments to Collateral Pool where the Collateral Assets are securities*

Where the Collateral Assets for a Collateral Pool are comprised of securities, BNP Paribas Arbitrage S.N.C. (or such other party specified in the applicable Final Terms) (the "**Collateral Calculation Agent**") will calculate the marked to market value of the Secured Securities (where MTM Collateralisation or Partial MTM Collateralisation is applicable) and the marked to market value of the Collateral Assets in a Collateral Pool (taking into account all factors which the Collateral Calculation Agent deems relevant) on such periodic basis as is specified in the applicable Final Terms in respect of the relevant Collateral Pool. Unless the applicable Final Terms specify that there will be no adjustments to the amount of Collateral Assets or that there are to be no such valuation dates, in the event that on the date of valuation (the "**Collateral Valuation Date**") there is a difference between (a) the marked to market value of the Collateral Assets in a Collateral Pool (the "**Collateral Value**") and (b) the sum of, in respect of each series of Secured Securities secured by the relevant Collateral Pool, but excluding, in each case, any Secured Securities that are beneficially owned by BNPP B.V. or any of its Affiliates, the marked to market value of such Secured Securities (where MTM Collateralisation is applicable to a series of Secured Securities), a part of the marked to market value of such Secured Securities (where Partial MTM Collateralisation is applicable to a series of Secured Securities) and the aggregate nominal value of such Secured Securities (where Nominal Value Collateralisation is applicable to a series of Secured Securities) or a part of the aggregate nominal value of such Secured Securities (where Partial Nominal Value Collateralisation is applicable to a series of Secured Securities) (such sum, the "**Securities Value**"), BNPP B.V. will procure that further assets are delivered to the Collateral Account (or substitute existing Collateral Assets with Collateral Assets with a greater value) if the value of the Collateral Assets is less than

the Securities Value or will be entitled to remove Collateral Assets from the Collateral Account if the Collateral Value is in excess of the Securities Value prior to such adjustment. Following any such adjustment in respect of Collateral Assets on any Collateral Valuation Date, the Collateral Value is expected to be equal to the Securities Value prior to such adjustment. Investors, nevertheless, will be exposed to the difference between the Securities Value of the Secured Securities and the marked to market value of the Collateral Assets prior to any such adjustment. In addition, even after any such adjustment, where the Security Termination Amount is specified in the relevant Final Terms as being "Security Value Realisation Proceeds", "Nominal Value Realisation Proceeds", "Partial Nominal Value Realisation Proceeds", "Shortfall Value Amount" or "Nominal Value Amount", Holders will be exposed to the difference between the Securities Value and the Realisation Amount; which difference may result due to any delay in realising the relevant Collateral Assets, fluctuations in the value of the Collateral Assets and/or the costs and expenses incurred in, or relating to, any sale of relevant Collateral Assets.

When determining the Securities Value on the basis of the marked to market value of the Secured Securities (or part of such marked to market value), the Collateral Calculation Agent shall take no account of the financial condition of (a) BNPP B.V. which shall be presumed to be able to perform fully its obligations in respect of the Secured Securities or (b) the Guarantor which shall be presumed to be able to perform fully its obligations in respect of the Guarantee.

In the event that BNPP B.V. is required to deliver additional Collateral Assets or alternative Collateral Assets, BNPP B.V. shall do so as soon as practicable following the relevant Collateral Valuation Date. There may be a delay between the Collateral Valuation Date and the date on which BNPP B.V. is able to deliver such additional or alternative Collateral Assets and investors will be exposed to the difference between the fair market value or nominal value (or part thereof, if applicable), as the case may be, of the Secured Securities and the fair market value of the Collateral Assets during such period.

Where Nominal Value Collateralisation or Partial Nominal Value Collateralisation applies to a series of Secured Securities, there is likely to be a difference between the marked to market value of the Secured Securities and the marked to market value of the Collateral Assets in the relevant Collateral Pool. As a consequence, if the security created under the relevant Pledge Agreement is enforced, the amounts available for distribution by the Collateral Agent in respect of a series of Secured Securities to which Nominal Value Collateralisation or Partial Nominal Value Collateralisation applied may be less than the Security Termination Amount payable in respect of each such Secured Security, where such Security Termination Amount is calculated by reference to the marked to market value of such Secured Securities, due to the fact that only the nominal value or part thereof in respect of the relevant Secured Securities is intended to be secured by the relevant Collateral Pool.

*Adjustments to Collateral Pool where the Collateral Asset is a cash deposit*

Where the Collateral Asset for a Collateral Pool is comprised of a cash deposit and where MTM Collateralisation or Partial MTM Collateralisation is applicable, the Collateral Calculation Agent will calculate the marked to market value of the Secured Securities (excluding any Secured Securities that are beneficially owned by BNPP B.V. or any of its Affiliates) (taking into account all factors which the Collateral Calculation Agent deems relevant) on such periodic basis as is specified in the applicable Final Terms. Any cash deposit will not be valued on a Collateral Valuation Date. Unless the applicable Final Terms specify that there will be no adjustments to the amount of Collateral Assets or that there are no Collateral Valuation Dates, in the event that on a Collateral Valuation Date, there is a difference between the amount of cash standing to the credit of the Collateral Account (the "**Deposit Amount**") and the relevant Securities Value, BNPP B.V. will procure that further cash is deposited into the relevant Collateral Account if the Deposit Amount is less than the Securities Value or will be entitled to withdraw cash from the Collateral Account if the Deposit Amount is in excess of the Securities Value prior to such adjustment. Following any such adjustment to the Deposit

Amount on any Collateral Valuation Date, the Deposit Amount is expected to be equal to the Securities Value. Investors, nevertheless, will be exposed to the difference between the marked to market value (or part thereof) where MTM Collateralisation or Partial MTM Collateralisation is applicable for the Secured Securities and the Deposit Amount prior to such adjustment.

When determining the Securities Value on the basis of the marked to market value of the Secured Securities (or part of such marked to market value), the Collateral Calculation Agent shall take no account of the financial condition of (a) BNPP B.V. which shall be presumed to be able to perform fully its obligations in respect of the Secured Securities or (b) the Guarantor which shall be presumed to be able to perform fully its obligations in respect of the relevant Guarantee.

*No Shortfall*

Where one of "Security Value Realisation Proceeds", "Nominal Value Realisation Proceeds" or "Partial Nominal Value Realisation Proceeds" is specified in the applicable Final Terms as the applicable Security Termination Amount and the amount paid to a Holder is equal to such Security Termination Amount, no Shortfall will be calculated in respect of such Secured Securities and no other amount will be payable by BNPP B.V. in respect of such Secured Securities.

*No collateralisation in respect of Secured Securities held by BNPP B.V. or any of its Affiliates*

There will be no collateralisation in respect of any Secured Securities beneficially owned by BNPP B.V. or any of its Affiliates. Following an Enforcement Event, BNPP B.V. or the Affiliate of BNPP B.V. that holds the Secured Securities will renounce and waive all rights (including as to payment) in respect of such Secured Securities and shall submit such Secured Securities for cancellation free of payment. During the term of the relevant Secured Securities, where BNPP B.V. or any of its Affiliates is the beneficial owner of Secured Securities, it will not provide or hold any Collateral Assets in respect of such Secured Securities.

*No adjustments to a Collateral Pool*

In respect of certain series of Securities, the Final Terms may specify that there will be no Collateral Calculation Agent and/or Collateral Valuation Dates, in which case there will be no adjustments to the Collateral Assets in the Collateral Pool during the life of the relevant Secured Securities. In this case, if the security is enforced, the proceeds of enforcement that a Holder will receive may not be equal to the market value of the Secured Security which it holds.

*Potential conflicts of interest between the Investors and the Collateral Calculation Agent*

As the Collateral Calculation Agent is an Affiliate of the Issuers and the Guarantors, potential conflicts of interest may arise between the Collateral Calculation Agent and the holders of the Secured Securities, including with respect to the making of certain determinations and the exercise of certain discretions (including as to the value of the Secured Securities and the Collateral Assets) in accordance with the terms of the Amended and Restated Agency Agreement. The Collateral Calculation Agent is obliged to carry out its duties and functions as Collateral Calculation Agent in good faith and using its reasonable judgment. Furthermore, the Collateral Calculation Agent does not and will not act as a fiduciary or as an advisor to the Holders in respect of its duties as Collateral Calculation Agent.

*Collateral management and Collateral Agent*

BNPP B.V. may appoint one or more agents to perform custodial and administrative functions relating to the Collateral Assets (each a "**Collateral Custodian**"). It is expected that the initial Collateral Custodian will be BNP Paribas Securities Services, Luxembourg Branch. A failure by any agent to perform its duties and obligations with respect to the Collateral Assets, or the occurrence of any adverse event in relation to those

entities, may adversely affect the availability of the Collateral Assets, and consequently adversely affect the realisation of the Collateral Assets. BNPP B.V. will also appoint an agent (the "**Collateral Agent**") which will enforce the security under the Pledge Agreements upon the occurrence of an Enforcement Event and liquidate or realise the Collateral Assets in each Collateral Pool or appoint an agent to do so on its behalf. It is expected that the initial Collateral Agent will be BNP Paribas Trust Corporation UK Limited. A failure by the Collateral Agent to perform its obligations with respect to the Collateral Assets will adversely affect the realisation of the Collateral Assets. Furthermore, the Collateral Agent does not and will not act as a fiduciary or as an advisor to the Holders in respect of its duties as Collateral Agent and does not act as a trustee for the Holders. No trustee will be appointed in respect of the Secured Securities.

*Fluctuations in the value of the Collateral Assets*

The Collateral Assets may be subject to fluctuations in value. Investors should note that the Collateral Assets may suffer a fall in value between the time at which the Pledge Agreements become enforceable and the time at which the Collateral Assets are realised in full. In extraordinary circumstances, the Collateral Assets available at the time at which the Pledge Agreements become enforceable could completely lose their value by the time of the realisation.

*"Haircut" applied to Collateral Assets*

A haircut is the percentage by which the market value of a Collateral Asset is discounted and is designed to mitigate potential depreciation in value of the relevant Collateral Asset in the period between the last valuation of the Collateral Asset and the realisation of such Collateral Asset, such period being known as the 'cure period' or 'holding period'. The haircut should account for the expected volatility of an instrument and discount its value by an amount that reflects the expected maximum price movement within the cure or holding period. The length of this period will be subjectively determined by the Collateral Calculation Agent and reflects the likely length of time that a Collateral Asset would be held before realisation occurs, taking into consideration factors such as contractual timings, the time required for internal decision-making and any legally-mandated stay period. The Final Terms will specify whether or not a haircut applies to a Collateral Pool but will not provide any further information as to the level of any haircut applied to the Collateral Assets in any Collateral Pool. Since the volatility of the value of a Collateral Asset may change through time, haircuts applied to the Collateral Assets may become outdated and may not provide suitable protection against a Shortfall.

*Lack of diversification of the Collateral Assets*

The selection of the Collateral Assets will be at the discretion of BNPP B.V provided that such Collateral Assets must be Eligible Collateral. The Collateral Assets in a Collateral Pool may (including where Limited Diversification is specified as being applicable in the applicable Final Terms) be limited to one or a few assets or the same or a small number of types of asset between which there is a correlation in respect of value or risk or such assets may be issued by the same issuer or a small number of issuers, or by the same or a small number of types of issuer which may operate in similar or related business sectors. Such low diversification may increase the risk that the proceeds of realisation of the Collateral Assets may be less than the sums due to the relevant Holders under the relevant Secured Securities as Holders may be exposed potentially to greater market risk on particular Collateral Assets or types of Collateral Asset and/or particular issuers or types of issuer of such assets and the amount recovered in respect of the Collateral Assets on their sale will be dependent on the then current market value of a smaller number or type of Collateral Assets and/or Collateral Assets issued by a smaller number of issuers or type of issuers.

*Cross default*

Following the occurrence of an Enforcement Event in respect of any Collateral Pool, the Collateral Agent will realise the Collateral Assets for all Collateral Pools or will cause such Collateral Assets to be realised. Where the Collateral Assets are securities, liquidation of all the Collateral Assets simultaneously may increase the risk that the proceeds of realisation of the Collateral Assets may be less than the sums due to the relevant Holders under the relevant Secured Securities because liquidation of all the Collateral Assets in the Collateral Pools at the same time could potentially lead to a reduction in the market value of some or all of the Collateral Assets.

*Risk of a delay in the realisation of the Collateral Assets in the event of the insolvency of BNPP B.V.*

In the event of the insolvency of BNPP B.V., the realisation of the Collateral Assets may be delayed either by the insolvency administrator appointed in relation to BNPP B.V. or by measures ordered by a competent court. Such delay could adversely affect the position of the Holders in the event of depreciation of the value of the Collateral Assets during such delay. In addition, as the Collateral Agent and BNPP B.V. are part of the Group, in the event of the insolvency of BNPP B.V., it is also possible that the Collateral Agent may be insolvent. Such circumstances may lead to an inability to realise the Collateral Assets and/or a delay in the realisation of the Collateral Assets but the Collateral Assets will not form part of the Collateral Agent's estate. The Agency Agreement will contain provisions permitting the replacement of the Collateral Agent in certain circumstances, including upon the insolvency of the Collateral Agent.

*Illiquid Collateral Assets*

The Collateral Assets in some Collateral Pools may comprise assets which are not admitted to any public trading market and may therefore be illiquid and not readily realisable. Where there is limited liquidity in the secondary market relating to Collateral Assets, the Collateral Agent (or its agent) may not be able to sell such Collateral Assets to a third party and distribute the net proceeds to Holders. As a result, Holders may not receive payments in respect of their Secured Securities until such Collateral Assets mature or are redeemed in accordance with their terms. The maturity date of such Collateral Assets may be after the date of redemption or termination of the relevant Secured Securities.

*Collateral Pools securing multiple Series of Securities*

A number of series of Secured Securities may be secured by the same Collateral Pool. Notwithstanding the fact that the value of Collateral Assets in a Collateral Pool may be determined by reference to the market value, part of the market value or the nominal value or part of the nominal value of the relevant Secured Securities, it is possible that, where more than one series of Secured Securities is secured by the same Collateral Pool, the value of the Collateral Assets in a Collateral Pool may not reflect the relevant Securities Value of a particular series of Secured Securities (or the aggregate Securities Value of the series of Secured Securities secured by the relevant Collateral Pool) as accurately as if the Collateral Assets in a Collateral Pool were held in respect of a single series of Secured Securities only.

*Failure to comply with collateral obligations*

If a number of series of Secured Securities are secured by the same Collateral Pool and if BNPP B.V. were to fail to comply with its obligations (where applicable) to make adjustments to the Collateral Assets in a Collateral Pool following a Collateral Valuation Date, Holders of Secured Securities may be exposed to fluctuations in the marked to market value of other series of Secured Securities which are secured by the same Collateral Pool where MTM Collateralisation or Partial MTM Collateralisation is applicable to such other series of Secured Securities. In such circumstances, if the marked to market value of such other series of Secured Securities to which MTM Collateralisation or Partial MTM Collateralisation applies increases (such Secured Securities, "**Increased MTM Securities**") prior to the Collateral Valuation Date immediately

preceding the occurrence of an Enforcement Event and additional Collateral Assets (or alternative Collateral Assets with a higher value) have not been delivered to the relevant Collateral Account by BNPP B.V., a lower Aggregate Collateral Proceeds Share upon enforcement of the relevant Pledge Agreement will be determined in respect of series of Secured Securities whose marked to market value has not increased to the same extent, or to which Nominal Value Collateralisation or Partial Nominal Value Collateralisation applies (such Secured Securities, "**Affected Securities**"), than would have been the case if such Affected Securities were not secured by the same Collateral Pool as the Increased MTM Securities with the result that the proceeds of realisation of the Collateral Assets available to be distributed to the Holders of Affected Securities will be reduced.

*Nature of security*

The security granted by BNPP B.V. under the Pledge Agreements is a security interest over the accounts in which the Collateral Assets are held and does not extend to any interest or distributions paid on such Collateral Assets (to the extent such amounts are not held in the relevant Collateral Accounts). No security interest will be granted by BNPP B.V. over any of its rights under any agreement (including, without limitation, any swap agreement or repurchase agreement) under which it acquires any Collateral Assets or its rights against the Collateral Custodian. This means that the Collateral Agent will have no ability to compel BNPP B.V. to enforce its rights (or to enforce such rights on behalf of BNPP B.V.) against a Repo Counterparty or Swap Counterparty, other counterparty or the Collateral Custodian whereas, if the Collateral Agent did have such rights, this could lead potentially to additional sums being available to pay amounts due in respect of the Secured Securities.

In addition, or as an alternative, to a Luxembourg law governed pledge agreement, the security interest granted by BNPP B.V. in respect of the Collateral Assets in a Collateral Pool may take a different form and may be governed by a different governing law, all as specified in the applicable Final Terms. References in these Risk Factors to a "Pledge Agreement" shall be construed accordingly as a reference to the applicable security arrangement entered into by BNPP B.V. in respect of a Collateral Pool, unless the context requires otherwise.

*Enforcement of the security*

Following delivery of a Default Notification by a Holder in respect of the occurrence of an Event of Default, the Collateral Agent is only obliged to deliver an Enforcement Notice and enforce the Pledges if BNPP B.V. has not delivered a notice prior to the end of the Dispute Period specifying that it reasonably believes that the Event(s) of Default referred to in the relevant Default Notification have not occurred, together with reasonable evidence supporting BNPP B.V.'s belief. Although BNPP B.V. must have a reasonable belief that no Event of Default has occurred and provide reasonable evidence supporting such belief, any delivery of such a notice by BNPP B.V. may mean that the security in respect of the Secured Securities is not enforced or that there will be a delay between the service of the Default Notification and the enforcement of the Pledge(s). The Collateral Agent is not obliged to deliver an Enforcement Notice or enforce the Pledge(s) or take any other action if it reasonably believes that it would not be able to recover its costs or other liabilities which would be incurred in connection with such action from the relevant Collateral Assets or otherwise or would experience an unreasonable delay in doing so.

*Early redemption or cancellation at the option of BNPP B.V. upon an Increased Cost of Collateral Assets or Collateral Disruption*

In addition to the risks relating to Additional Disruption Events described in this Base Prospectus, further Additional Disruption Events will apply to Secured Securities which may increase the possibility of the Secured Securities being redeemed or cancelled early. These further Additional Disruption Events are Increased Cost of Collateral Assets and Collateral Disruption. In the event that BNPP B.V. and/or any of its Affiliates (i) would incur materially increased costs (as compared with the circumstances existing on the Trade Date relating to the relevant Secured Securities) in acquiring, borrowing or disposing of Collateral Assets or

establishing, maintaining or unwinding any transaction entered into by BNPP B.V. and/or any of its Affiliates relating to the Collateral Assets or (ii) are unable, after using commercially reasonable efforts, to (a) acquire, establish, unwind or dispose of any transaction(s) or assets or any futures or option contracts it deems necessary to obtain Collateral Assets (b) acquire or substitute Collateral Assets (including without limitation as a result of adverse market conditions or a lack of liquidity in the market) or (c) freely realise, recover, receive, or transfer the proceeds of any such transaction(s), assets(s) or futures or option contract(s) or any relevant hedge positions relating to the Collateral Assets (including without limitation as a result of adverse market conditions or a lack of liquidity in the market), BNPP B.V. may in its sole and absolute discretion redeem or cancel, as applicable, all of the relevant Secured Securities.

*Early redemption or cancellation at the option of the Issuer upon a Collateral Asset Default*

Where Collateral Asset Default is specified to be an Optional Additional Disruption Event in respect of a series of Secured Securities, Holders of such Secured Securities will be exposed to the credit risk of the Collateral Assets in the relevant Collateral Pool as well as the credit risk of BNPP B.V. and the Guarantor. Where such Optional Additional Disruption Event occurs and the Collateral Assets become due and payable prior to their stated maturity date other than by reason of default in payment, Holders will receive a share of the redemption proceeds received by BNPP B.V. in respect of such Collateral Assets in satisfaction of BNPP B.V.'s obligations in respect of the relevant Secured Securities. If the Collateral Assets become due and payable prior to their stated maturity date by reason of default in payment, Holders will receive a *pro rata* share of the proceeds of sale of the Collateral Assets (after the payment of costs and expenses incurred in or relating to such sale) or, if so specified in the applicable Final Terms, Collateral Assets will be delivered to the Holders in satisfaction of BNPP B.V.'s obligations in respect of the relevant Secured Securities.

Investors should conduct their own investigation and analysis with respect to the creditworthiness of the Collateral Assets Issuer and the Collateral Assets and the likelihood of the occurrence of a Collateral Asset Default.

None of BNPP B.V., the Collateral Calculation Agent, the Collateral Agent or the Calculation Agent or any of their respective Affiliates has any obligation to keep investors informed as to any matters with respect to the Collateral Assets, including whether or not circumstances exist that give rise to the possibility of the occurrence of a Collateral Asset Default with respect to the Collateral Assets.

Prospective investors should note that there is no requirement for BNPP B.V. to give information which is generally publicly available in relation to the occurrence of a Collateral Asset Default. If a Collateral Asset Default occurs in respect of the relevant Collateral Assets which is not public, Holders of the Secured Securities may not be able to verify the occurrence of such Collateral Asset Default.

*Early redemption or cancellation at the option of BNPP B.V. upon a Collateral Asset Issuer Default*

Where Collateral Asset Issuer Default is specified to be an Optional Additional Disruption Event in respect of a series of Secured Securities, Holders of such Secured Securities will be exposed to the credit risk of the Collateral Asset Issuer in the relevant Collateral Pool as well as the credit risk of BNPP B.V. and the Guarantor. Where such Optional Additional Disruption Event occurs and the Collateral Assets become due and payable prior to their stated maturity date other than by reason of default in payment, Holders will receive a share of the redemption proceeds received by BNPP B.V. in respect of such Collateral Assets in satisfaction of BNPP B.V.'s obligations in respect of the relevant Secured Securities. If the Collateral Assets become due and payable prior to their stated maturity date by reason of default in payment, Holders will receive a pro rata share of the proceeds of sale of the Collateral Assets (after the payment of costs and expenses incurred in or relating to such sale) or, if so specified in the applicable Final Terms, Collateral Assets will be delivered to the Holders in satisfaction of BNPP B.V.'s obligations in respect of the relevant Secured Securities.

Investors should conduct their own investigation and analysis with respect to the creditworthiness of the Collateral Asset Issuer and the Collateral Assets and the likelihood of the occurrence of a Collateral Asset Issuer Default.

None of BNPP B.V., the Collateral Calculation Agent, the Collateral Agent or the Calculation Agent or any of their respective Affiliates has any obligation to keep investors informed as to any matters with respect to the Collateral Asset Issuer or the Collateral Assets, including whether or not circumstances exist that give rise to the possibility of the occurrence of a Collateral Asset Issuer Default.

Prospective investors should note that there is no requirement for BNPP B.V. to give information which is generally publicly available in relation to the occurrence of a Collateral Asset Issuer Default. If a Collateral Asset Issuer Default occurs which is not public, Holders of the Secured Securities may not be able to verify the occurrence of such Collateral Asset Issuer Default.

*Subordination of Holders to payment of expenses and other payments*

On enforcement of the Pledge Agreements, the rights of the Holders to be paid amounts from the proceeds of such enforcement and realisation of the Collateral Assets may be subordinate to (i) any fees and expenses incurred in such enforcement and realisation of the Collateral Assets and (ii) prior rights of the parties (if any) identified in the applicable Priority of Payments or in the applicable Collateral Security Conditions (which may, without limitation, include the Swap Counterparty and/or Repo Counterparty) to be paid amounts due from BNPP B.V. in priority to the Holders from the proceeds of such enforcement and realisation of the Collateral Assets. Such amounts which may be paid in priority may include, without limitation, termination payments due from BNPP B.V. to the Repo Counterparty under any Repurchase Agreement entered into with respect to such series of Secured Securities and/or termination payments due from BNPP B.V. to the Swap Counterparty under any Swap Agreement entered into with respect to such series of Secured Securities. The degree of subordination of the rights of the Holders may have an impact on the amount received by a Holder in the event of enforcement of the security.

*Physical Delivery of Collateral*

If Physical Delivery of Collateral is specified in respect of a series of Secured Securities upon enforcement of the Pledge Agreement, the Collateral Agent will not sell the Collateral Assets which are subject to such physical delivery (unless there is a Collateral Settlement Disruption Event) but will deliver the Collateral Assets in the manner set out in the Collateral Security Conditions. In such cases, although the Collateral Assets will be sufficient to pay investors an amount equal to the Nominal Value or Partial Nominal Value of the Secured Securities (as applicable) on their scheduled Redemption Date, investors wishing to sell the Collateral Assets before such date may not be able to realise the same value on the secondary market prior to the Redemption Date and the price of the Collateral Assets will be subject to change according to market conditions.

*Collateral Settlement Disruption Event*

When Physical Delivery of Collateral is applicable, if a Collateral Settlement Disruption Event occurs or exists on the Collateral Delivery Date, settlement will be postponed until the next Business Day on which there is no Collateral Settlement Disruption Event. If such Collateral Settlement Disruption Event continues for a period of not more than eight Business Days after the original Collateral Delivery Date, the Collateral Agent will procure the sale of such Collateral Assets in lieu of delivery of the Entitlement. The amount received by a Holder following such sale of Collateral Assets may be lower than the amount which a Holder would have received if the relevant Collateral Assets had been delivered to it and the Holder held the relevant Collateral Assets to the maturity date of such assets or sold such assets at a different point in time.

*Scope of guarantee*

The guarantee in respect of Secured Securities provided by BNPP is in respect of BNPP B.V.'s obligation to pay a Shortfall only and does not extend to any obligation of BNPP B.V. to deliver any securities or pay any other amount and is therefore more limited in scope than the guarantee provided by BNPP in respect of Securities which are not Secured Securities.

*Collateral Security Credit Certificates*

The risk factors set out in the Base Prospectus relating to Credit Securities shall also apply to Collateral Security Credit Certificates and, for such purpose, any reference in those risk factors to Credit Securities and Credit Certificates shall be deemed to be a reference to Collateral Security Credit Certificates.

**5. Additional Risks Associated with Collateral Asset Linked Securities**

*Additional Risks Associated with Secured Securities*

The risk factors set out in the Base Prospectus relating to Secured Securities apply to Collateral Asset Linked Securities, save that the following risk factors are not applicable: "Adjustments to Collateral Pool where Collateral Assets are securities", "Adjustments to Collateral Pool where the Collateral Asset is a cash deposit", "Early redemption or cancellation at the option of BNPP B.V. upon a Collateral Asset Default", "Early redemption or cancellation at the option of BNPP B.V. upon a Collateral Asset Issuer Default" and "Physical Delivery of Collateral".

*Credit risk on the Reference Collateral Asset Issuer*

Upon the occurrence of any Collateral Asset Default or Collateral Default Event, the Holders may suffer significant losses at a time when losses may be suffered by a direct investor in obligations of such Reference Collateral Asset Issuer. However, the holding of a Collateral Asset Linked Security is unlikely to lead to outcomes which exactly reflect the impact of directly investing in the Reference Collateral Assets, and losses could be considerably greater than would be suffered by a direct investor in the Reference Collateral Assets and/or could arise for reasons unrelated to such Reference Collateral Assets. Holders should also note that a Collateral Asset Default or Collateral Default Event may occur even if the obligations of the Reference Collateral Asset Issuer under the Reference Collateral Assets are unenforceable or their performance are prohibited by any applicable law or exchange controls.

*Actions of Reference Collateral Asset Issuer*

Actions of the Reference Collateral Asset Issuer (for example, the repayment or transfer of indebtedness) may adversely affect the value of the Collateral Asset Linked Securities.

*No confidential information*

BNPP B.V. and the Calculation Agent are not obliged to disclose to holders of the Collateral Asset Linked Securities any confidential information which they may have at the Issue Date or receive thereafter in relation to the Reference Collateral Asset Issuer or the Reference Collateral Assets.

*Compounding of risks*

Various risks relating to the Collateral Asset Linked Securities may be correlated or compounded and such correlation and/or compounding may result in increased volatility in the value of the Collateral Asset Linked Securities and/or in increased losses for holders of the Collateral Asset Linked Securities.

*Historical performance may not predict future performance*

The Reference Collateral Assets may not perform as indicated by the historical performance of similar obligations issued by the Reference Collateral Asset Issuer and no assurance can be given with respect to the future performance of the Reference Collateral Assets. Historical default statistics may not capture events that would constitute Collateral Asset Defaults or Collateral Default Events for the purposes of the Collateral Asset Linked Securities.

*Consultation Period*

Where a Distributor is specified in the applicable Final Terms for a series of Collateral Asset Linked Securities and a Collateral Asset Default or Collateral Default Event, as applicable, may have occurred, the Calculation Agent will consult with the Distributor as to whether a Collateral Asset Default or Collateral Default Event, as applicable, has occurred for a period of up to five Business Days. If the Calculation Agent and the Distributor do not agree whether a Collateral Asset Default or Collateral Default Event, as applicable, has occurred, the Calculation Agent will obtain the views of three participants in the relevant market for the Reference Collateral Assets as to whether a Collateral Asset Default or Collateral Default Event, as applicable, has occurred. If a Collateral Asset Default or Collateral Default Event, as applicable, has occurred, the requirement to consult with the Distributor and, potentially, with market participants could lead to a delay in BNPP B.V. redeeming the Collateral Asset Linked Securities and as a consequence Holders may potentially suffer a loss if the value of the Option and/or the Reference Collateral Assets decline in the period when the relevant consultation(s) is taking place.

*Limited provision of information about the Reference Collateral Assets*

Investors should conduct their own investigation and analysis with respect to the creditworthiness of the Reference Collateral Asset Issuer and the likelihood of the occurrence of a Collateral Asset Default or Collateral Default Event, as applicable.

None of BNPP B.V. or the Calculation Agent or any of their respective Affiliates has any obligation to keep investors informed as to any matters with respect to the Reference Collateral Assets, including whether or not circumstances exist that give rise to the possibility of the occurrence of a Collateral Asset Default or Collateral Default Event, as applicable, with respect to the Reference Collateral Assets.

Prospective investors should note that there is no requirement for BNPP B.V. to give information which is generally publicly available in relation to the occurrence of a Collateral Asset Default or Collateral Default Event, as applicable. If a Collateral Asset Default or Collateral Default Event, as applicable, occurs in respect of the relevant Reference Collateral Assets which is not public, Holders of the Collateral Asset Linked Securities may not be able to verify the occurrence of such Collateral Asset Default or Collateral Default Event, as applicable.

*Adjustments to amount of MTM Adjustable Assets in Collateral Pool (MTM Collateralisation Element)*

The following risk factor applies in respect of Collateral Asset Linked Securities other than where MTM Adjustable Assets are specified as being "not applicable". BNP Paribas Arbitrage S.N.C. as the Collateral Calculation Agent will calculate the marked to market value of the portion of the Option that relates to Secured Securities that are held by parties other than BNPP B.V. or any of its Affiliates (such securities, the "**Placed Secured Securities**") and the marked to market value of the MTM Adjustable Assets in the relevant Collateral Pool (taking into account all factors which the Collateral Calculation Agent deems relevant) on every Collateral Valuation Date, provided that no account will be taken of the financial condition of (i) BNPP B.V. which shall be presumed to be able to perform fully its obligations under the Secured Securities or (ii) the relevant Guarantor which shall be presumed to be able to perform fully its obligations under the Guarantee.

In the event that on the relevant Collateral Valuation Date there is a difference between (a) the marked to market value of the MTM Adjustable Assets in the relevant Collateral Pool (the "**Collateral Value**") and (b) the sum of, in respect of each series of Secured Securities secured by such Collateral Pool, the marked to market value of the portion of the Option that relates to Placed Secured Securities (such sum the "**Securities Value**"), BNPP B.V. will procure that further MTM Adjustable Assets are delivered to the Collateral Account (or substitute existing MTM Adjustable Assets with MTM Adjustable Assets with a greater value) if the Collateral Value is less than the Securities Value or will be entitled to remove MTM Adjustable Assets from the Collateral Account if the Collateral Value is in excess of the Securities Value prior to such adjustment. Following any such adjustment in respect of MTM Adjustable Assets on any Collateral Valuation Date, the Collateral Value is expected to be equal to the Securities Value prior to such adjustment. Investors, nevertheless, will be exposed to the difference between the Securities Value and the Collateral Value prior to any such adjustment.

In the event that BNPP B.V. is required to deliver additional MTM Adjustable Assets or alternative MTM Adjustable Assets, BNPP B.V. shall do so as soon as practicable following the relevant Collateral Valuation Date. There may be a delay between the Collateral Valuation Date and the date on which BNPP B.V. is able to deliver such additional or alternative MTM Adjustable Assets and investors will be exposed to the difference between the marked to market value of the Collateral Asset Linked Securities and the marked to market value of the MTM Adjustable Assets during such period.

*No option collateralisation in respect of Notional Value Collateral Asset Linked Securities*

In respect of any Collateral Asset Linked Securities the MTM Adjustable Assets for which are specified as being "not applicable" ("**Notional Value Collateral Asset Linked Securities**"), the above risk factor headed "Adjustments to amount of MTM Adjustable Assets in Collateral Pool (MTM Collateralisation Element)" shall not apply. In such case, only the Notional Amount of the Certificates will be collateralised although an amount will be payable by the Issuer equal to the positive marked to market value (if any) of the Option that relates to Secured Securities that are held by parties other than BNPP B.V. or any of its Affiliates (the "**Security MTM Termination Amount**"). This means that, in the event of an Enforcement Event, the Holders will be exposed to the credit risk of the Issuer and the Guarantor in order to receive payment of the relevant Security MTM Termination Amount (if any) and there will be no Collateral Assets in the Collateral Pool collateralising such payment obligation.

*Adjustments to amount of Reference Collateral Assets held in Collateral Pool (Nominal Value Collateralisation Element)*

In respect of the aggregate Notional Amount of any Placed Secured Securities secured by the relevant Collateral Pool, Nominal Value Collateralisation will apply and therefore BNPP B.V. will hold sufficient Reference Collateral Assets to secure the aggregate Notional Amount of the Collateral Asset Linked Securities held by parties other than BNPP B.V. or any of its Affiliates on the Issue Date. There will be no adjustments to the amount of Reference Collateral Assets in the Collateral Pool during the tenor of the Securities to reflect the changing marked to market values or notional amounts of either the Reference Collateral Assets or the Collateral Asset Linked Securities, provided that where the BNPP Holding increases, the amount of Reference Collateral Assets shall be reduced so that, at any time, only the aggregate Notional Amount of the Placed Secured Securities will be collateralised by the Reference Collateral Assets.

*No collateralisation in respect of Collateral Asset Linked Securities held by BNPP B.V. or its Affiliates*

BNPP B.V. will not hold collateral (in the form of either MTM Adjustable Assets or Reference Collateral Assets) in respect of (i) the aggregate Notional Amount of the Collateral Asset Linked Securities that are held by BNPP B.V. or any of its Affiliates and (ii) the portion of the Option that relates to Collateral Asset Linked Securities held by BNPP B.V. or any of its Affiliates.

*Early redemption upon a Collateral Asset Default or Collateral Default Event*

Collateral Asset Default or Collateral Default Event, as the case may be, will be an Optional Additional Disruption Event in respect of the Collateral Asset Linked Securities. Accordingly, Holders of the Collateral Asset Linked Securities will be exposed to the credit risk of the Reference Collateral Asset Issuer as well as the credit risk of BNPP B.V. and the Guarantor and, for the avoidance of doubt, upon the occurrence of such Optional Additional Disruption Event, no Shortfall will be determined. Where such Optional Additional Disruption Event occurs, Holders will receive a *pro rata* share of the Reference Collateral Assets which secured the series of Collateral Asset Linked Secured Securities they held in satisfaction of BNPP B.V.'s obligations in respect of the aggregate Notional Amount of such Collateral Asset Linked Securities and BNPP B.V. shall pay an amount equal to the marked to market value of the Option to Holders.

*Physical Delivery of Reference Collateral Assets*

Upon enforcement of the Pledge Agreement, the Collateral Agent will not sell the Reference Collateral Assets (unless there is a Collateral Settlement Disruption Event) but will deliver the Reference Collateral Assets in the manner set out in the Collateral Security Conditions. In such cases, although the Reference Collateral Assets will be sufficient to pay investors an amount equal to the nominal value of the Collateral Asset Linked Securities or part of the nominal value of the Collateral Asset Linked Securities (as applicable) on their scheduled Redemption Date, investors wishing to sell the Reference Collateral Assets before such date may not be able to realise the same value on the secondary market prior to the Redemption Date and the price of the Reference Collateral Assets will be subject to change according to market conditions. The marked to market value of the Reference Collateral Assets which are delivered to Holders may, at the time they are so delivered, be lower or substantially lower than the nominal value (or part thereof) of the relevant Collateral Asset Linked Securities which they secured. As a result, Holders may not be able to recover an amount equal to such nominal amount of such Reference Collateral Assets until the Reference Collateral Assets mature or are redeemed in accordance with their terms and Holders will be exposed to the ability of the Reference Collateral Asset Issuer to make such payments.

*Collateral Settlement Disruption Event*

If a Collateral Settlement Disruption Event occurs or exists on the Collateral Delivery Date, settlement will be postponed until the next Business Day on which there is no Collateral Settlement Disruption Event. If such Collateral Settlement Disruption Event continues for a period of not more than eight Business Days after the original Collateral Delivery Date, the Collateral Agent will procure the sale of the Reference Collateral Assets in lieu of delivery of the Entitlement. The amount received by a Holder following such sale of the Reference Collateral Assets may be lower than the amount which a Holder would have received if its share of the Reference Collateral Assets had been delivered to it and the Holder held the Reference Collateral Assets to the maturity date of such assets or sold such assets at a different point in time.

*Scope of guarantee*

The guarantee in respect of Secured Securities provided by BNPP is in respect of BNPP B.V.s obligation to pay a Shortfall only and does not extend to any obligation of BNPP B.V. to deliver the Reference Collateral Assets or pay any other amount and is therefore more limited in scope than the guarantee provided by BNPP in respect of Securities which are not Secured Securities.

*Early redemption following the occurrence of a Hedging Failure*

Where Hedging Failure is specified as applicable in the applicable final terms and the Issuer and/or its affiliates enters into hedging arrangements (including collateralisation arrangements relating to, and as part of, such hedging arrangements) with third parties, including the Reference Collateral Asset Issuer, and the Issuer

subsequently becomes unable to maintain such hedging arrangements (and/or the collateralisation arrangements which form part of such hedging arrangements), after using commercially reasonable efforts, it shall redeem the certificates early and investors may suffer a significant loss. Where Hedging Failure applies to a series of Secured Securities and Collateral Asset Default or Collateral Default Event is also applicable in respect of such Secured Securities, investors should be aware that they may be exposed to the credit risk of the Reference Collateral Asset Issuer in respect of both the Reference Collateral Assets and any hedging arrangements (and/or the collateralisation arrangements which form part of such hedging arrangements) that the Issuer and/or its affiliates has entered into with the Reference Collateral Asset Issuer. In exercising their rights under such hedging arrangements (and/or the collateralisation arrangements which form part of such hedging arrangements), the Issuer and/or its affiliates will have no responsibility to take investors' interests into account and may act in a way that results in the occurrence of a Hedging Failure with the consequences described in this paragraph.

**6. Additional Factors Relating to Disruption and Adjustments**

*Additional Disruption Events and Optional Additional Disruption Events*

If an Additional Disruption Event occurs, or any Optional Additional Disruption Event specified in the applicable Final Terms occurs (other than in respect of a Failure to Deliver due to Illiquidity), the Securities may be subject to adjustment (including, in the case of Share Securities linked to a Basket of Shares, adjustments to the Basket of Shares), cancellation (in the case of Warrants) or early redemption (in the case of Notes and Certificates) or the amount payable on scheduled redemption (in the case of Notes and Certificates) may be different from the amount expected to be paid at scheduled redemption. In the case of Index Securities linked to a Custom Index the occurrence of an Additional Disruption Event or Optional Redemption Event specified in the applicable Final Terms may lead to the selection of a successor Index.

The Additional Disruption Events relate to changes in law (including changes in tax or regulatory capital requirements) and hedging disruptions in respect of any hedging transactions relating to the Securities (both as more fully set out in the Conditions).

If a Failure to Deliver due to Illiquidity occurs:

(A) subject as provided in the Conditions, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated Settlement Date (in the case of Warrants) or Redemption Date (in the case of Notes and Certificates) and (in the case of Warrants) the Calculation Agent shall determine in its discretion the appropriate pro rata portion of the Exercise Price to be paid by the relevant Holder in respect of that partial settlement; and

(B) in respect of any Affected Relevant Assets, in lieu of physical settlement, except in the case of U.S. Securities (in which case another price or prices will be specified in the applicable Final Terms), the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Security or in the case of Warrants, if Units are specified in the applicable Final Terms, Unit, as the case may be, by payment to the relevant Holder of the Failure to Deliver Settlement Price on the fifth Business Day following the date that notice of such election is given to the Holders in accordance with the relevant Conditions. Payment of the Failure to Deliver Settlement Price will be made in such manner as shall be notified to the Holders.

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 Securities.

*Market Disruption Events or failure to open of an exchange*

If an issue of Securities includes provisions dealing with the occurrence of a Market Disruption Event or failure to open of an exchange on a date for valuation of an Underlying Reference and the Calculation Agent determines that a Market Disruption Event or failure to open of an exchange has occurred or exists on such valuation date, any consequential postponement of the valuation date, or any alternative provisions for valuation provided in any Securities may have an adverse effect on the value and liquidity of such Securities.

The occurrence of such a Market Disruption Event or failure to open of an exchange in relation to any Underlying Reference comprising a basket may also have such an adverse effect on Securities related to such basket. In addition, any such consequential postponement may result in the postponement of the relevant Settlement Date, Redemption Date or Maturity Date.

*Adjustment Events relating to Index Securities*

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

The occurrence of an Index Modification, an Index Cancellation or an Index Disruption (each being an "**Index Adjustment Event**") may (except as may be limited in the case of U.S. Securities) lead to (i) changes in the calculation of the relevant value or price (if the Calculation Agent determines such Index Adjustment Event has a material effect on the Securities), (ii) early cancellation of the Securities (in the case of Warrants), (iii) early redemption of the Securities (in the case of Notes and Certificates) or (iv) the amount payable on scheduled redemption of the Securities (in the case of Notes and Certificates) being different from the amount expected to be paid at scheduled redemption.

Any such adjustment may have an adverse effect on the value and liquidity of such Securities.

*Potential Adjustment Events relating to Share Securities*

In the case of Share Securities, except as may be limited in the case of U.S. Securities, following the declaration by the Basket Company or Share Company, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will make the corresponding adjustment, if any, to any terms of the Securities as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share). Such adjustment may have an adverse effect on the value and liquidity of the affected Share Securities.

*Extraordinary Events relating to Share Securities*

In the case of Share Securities the occurrence of an Extraordinary Event (as defined in the Share Security Conditions) in relation to a Share, may (except as may be limited in the case of U.S. Securities) lead to:

(A) adjustments to any of the terms of the Securities (including, in the case of Share Securities linked to a Basket of Shares, adjustments to and/or substitution of constituent shares of the Basket of Shares);

(B) in the case of Warrants, early cancellation in whole or, in the case of Share Securities relating to a Basket of Sharers, in part;

(C) in the case of Notes and Certificates, early redemption in whole or, in the case of Share Securities relating to a Basket of Shares, in part or the amount payable on scheduled redemption being different from the amount expected to be paid at scheduled redemption;

(D) the Calculation Agent making an adjustment to any terms of the Securities which corresponds to any adjustment to the settlement terms of options on the Shares traded on such exchanges(s) or quotation system(s)) as the Issuer in its sole discretion shall select (the "Option Exchange") or, if options on the Shares are not traded on the Options Exchange, the Calculation Agent making such adjustment, if any, to any terms of the Securities as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary Event that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded.

Following such cancellation or redemption, an investor generally would not be able to reinvest the relevant proceeds at an effective interest rate as high as the effective return on the relevant Securities being cancelled or redeemed and may only be able to do so at a significantly lower rate, and potential investors should consider reinvestment risk in light of other investments available at that time. Consequently the occurrence of an Extraordinary Event in relation to a Share may have an adverse effect on the value or liquidity of the Securities.

*Potential Adjustment Events relating to ETI Securities*

In the case of ETI Securities, except as may be limited in the case of U.S. Securities, following the declaration by the relevant exchange traded instruments or any person appointed to provide services directly or indirectly in respect of such exchange traded instrument, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the ETI Interests and, if so, will make the corresponding adjustment, if any, to any terms of the Securities as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant ETI Interest).

Any such adjustment may have an adverse effect on the value and liquidity of such Securities.

*Extraordinary Events relating to ETI Securities*

In the case of ETI Securities if certain events ("**Extraordinary ETI Events**") including events relating to Global Events, Litigation/Fraudulent Activity Events, Change in Related Parties/Key Persons Events, Modification Events, Net Asset Value/Investment/AUM Level Events, Tax/Law/Accounting/Regulatory Events, Hedging/Impracticality/Increased Costs Events and Miscellaneous Events in the determination of the Calculation Agent (acting in good faith and in a commercially reasonable manner) occur, the relevant Issuer may, in its sole and absolute discretion, adjust the terms of the Securities to reflect such event, substitute the relevant ETI Interests or cancel (in the case of Warrants) or redeem (in the case of Notes or Certificates) the Securities.

Consequently the occurrence of an Extraordinary ETI Event may have an adverse effect on the value or liquidity of the Securities.

The Issuer will exercise its rights under the ETI Security Conditions, including in particular the action it takes on the occurrence of an Extraordinary Fund Event, in its sole and absolute discretion. Subject to all regulatory obligations, none of the Issuer, the Guarantor (if any) or the Calculation Agent owes any duty or responsibility

to any of the Holders of the ETI Securities. The exercise of such rights in such manner may result in an increased loss in performance of the ETI Securities than if the Issuer had taken different action.

*Market Disruption Events relating to Commodity Securities*

If a Market Disruption Event occurs or is continuing on a date for valuation then:

(A) the Calculation Agent will determine if such event has a material effect on the Securities and, if so, will calculate the relevant Interest Amount and/or Final Redemption Amount or Cash Settlement Amount and/or make another relevant calculation using, in lieu of a published price or level for the relevant Commodity or Commodity Index, the Commodity Fallback Value;

(B) the Calculation Agent may substitute the relevant affected Commodity or Index Component with a Commodity or Index Component selected by it in accordance with the criteria set out in the Commodity Security Conditions and will make such adjustment, if any, to any terms of the Securities as the Calculation Agent in its sole and absolute discretion determines appropriate; or

(C) the Issuer will cancel or redeem, as applicable, the Securities.

Consequently the occurrence of a Market Disruption Event in relation to a Commodity, Commodity Index or Index Component may have an adverse effect on the value or liquidity of the Securities.

*Adjustment Events relating to Commodity Index Securities*

In the case of a Securities linked to a Commodity Index, if a relevant Commodity Index is (i) not calculated and announced by the Index Sponsor in respect of the Commodity Index but is calculated and announced by a successor sponsor or successor entity, as the case may be, acceptable to the Calculation Agent, or (ii) replaced by a successor Commodity Index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Commodity Index, then, in each case, that Commodity Index will be deemed to be the Commodity Index. The occurrence of a Commodity Index Modification, Commodity Index Cancellation or Commodity Index Disruption (each being a "**Commodity Index Adjustment Event**") may lead to:

(A) the Calculation Agent determining the Relevant Price using, in lieu of a published level, the Commodity Fallback Value (if the Calculation Agent determines such Commodity Index Adjustment Event has a material effect on the Securities); or

(B) cancellation or early redemption of the Securities.

Any such adjustment may have an adverse effect on the value and liquidity of such Securities.

*Other Events relating to Fund Securities*

In the case of Fund Securities, if certain events ("**Extraordinary Fund Events**") including events relating to Global Events, Litigation/Fraudulent Activity Events, Fund Service Provider/Key Person Events, Modification Events, NAV per Fund Share/AUM Level Events, Reporting Events, Tax/Law/Accounting/Regulatory Events, Hedging/Impracticality/Increased Costs Events, Dealing Events and Miscellaneous Events in the determination of the Calculation Agent (acting in good faith and in a commercially reasonable manner) occur, the Issuer may, in its sole and absolute discretion, adjust the terms of the Securities to reflect such event, substitute the relevant Fund Shares or cancel (in the case of Warrants) or redeem (in the case of Notes or Certificates) the Securities.

Consequently the occurrence of an Extraordinary Fund Event may have an adverse effect on the value or liquidity of the Securities.

In addition, in the event that redemption proceeds in respect of the underlying Fund Shares are not received by the Hedge Provider on or prior to the scheduled date for redemption or settlement, as the case may be, such redemption or settlement date may be postponed for a period of up to two calendar years (or such other period as may be specified in the applicable Final Terms) and no additional amount shall be payable as a result of such delay.

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

*Settlement Disruption Events*

In the case of Physical Delivery Securities, if a Settlement Disruption Event occurs or exists on the Settlement Date or the Redemption Date respectively, settlement will be postponed until the next Settlement Business Day in respect of which there is no Settlement Disruption Event. The relevant Issuer in these circumstances also has the right to pay the Disruption Cash Settlement Price or Disruption Cash Redemption Amount (as defined below) in lieu of delivering the Entitlement. As further described below, the Disruption Cash Settlement Price or Disruption Cash Redemption Amount may be less than the fair market value of the Entitlement.

*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 Securities, 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 or premium amount will be payable in respect of any delay in payment of principal and/or interest or premium amount and (ii) be made in USD (the "**FX Settlement Disruption Currency**"). In certain circumstances, the rate of exchange used to convert the Specified Currency and/or Settlement Currency 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.

*Option to Vary Settlement*

If so indicated in the Final Terms, the Issuer may, in its sole and absolute discretion, elect to vary the settlement of the Securities, by (i) in the case of cash settled securities, delivering or procuring delivery of the Entitlement instead of making payment of the Final Redemption Amount or the Cash Settlement Amount, as applicable, to the relevant Holders or (ii) in the case of physical delivery securities, making payment of the Final Redemption Amount or the Cash Settlement Amount, as applicable, to the relevant Holders instead of delivering or procuring delivery of the Entitlement.

*Option to Substitute Assets or to Pay the Alternate Cash Amount or Alternate Cash Redemption Amount*

The Issuer may, in its sole and absolute discretion, if the Calculation Agent determines (in its sole and absolute discretion) that the Relevant Asset or Relevant Assets, as the case may be, comprise assets which are not freely tradable, elect either (i) to substitute a Substitute Asset or Substitute Assets, as the case may be, for the Relevant Asset or Relevant Assets or (ii) not to deliver or procure the delivery of the Entitlement or the Substitute Asset or Substitute Assets, as the case may be, to the relevant holders, but in lieu thereof to make payment to the relevant holders on the Settlement Date of the Alternate Cash Amount or Alternate Cash Redemption Amount, as applicable.

**7. Securities Subject to Optional Redemption, Cancellation or Early Exercise by the Relevant Issuer or Other Early Redemption or Cancellation**

An optional, other early redemption (or cancellation) or early exercise feature is likely to limit the market value of the Securities. In the case of Notes or Certificates having an optional redemption (or cancellation) feature, during any period when the relevant Issuer may elect to redeem (or cancel) the relevant Securities, the market value of those Securities generally will not rise substantially above the price at which they can be redeemed (or cancelled). This also may be true prior to any redemption (or cancellation) period. In addition, the Final Terms may provide that the relevant Securities shall be redeemed (or cancelled) early in specified circumstances. Following an optional or early redemption (or cancellation), a Holder generally would not be able to reinvest the redemption (or cancellation) proceeds (if any) at an effective interest rate as high as the interest rate on the relevant Securities being redeemed (or cancelled), 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.

**8. Interest**

*Interest linked to an Underlying Reference*

Interest payable on Linked Interest Notes or Certificates may be determined by reference to an Underlying Reference or combinations of a number of different Underlying References. Potential investors should be aware that:

(A) the market price of such Securities may be volatile;

(B) they may receive no interest;

(C) payment of interest may occur at a different time or in a different currency than expected;

(D) an Underlying Reference may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;

(E) if an Underlying Reference is applied to Notes or Certificates in conjunction with a weighting greater than one or contains some other leverage factor, the effect of changes in the Underlying Reference on interest payable will be magnified;

(F) the timing of changes in an Underlying Reference 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 Underlying Reference, the greater the effect on yield); and

(G) interest may only be payable and/or calculated in respect of certain specified days and/or periods on or during which the Underlying Reference or its value equals, exceeds and/or is less than certain specified thresholds.

**9. Limited Exposure to Underlying Reference**

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

**10. Certain Additional Risk Factors Associated with Notes**

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 Securities 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 Securities 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 (i) may not be able to transfer such Securities and (ii) may not receive a definitive Security in respect of such holding (should definitive Securities be printed) and in each case would need to purchase a principal amount of Securities at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

If definitive Securities 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.

*No Gross Up in respect of certain Series of Notes*

If the applicable Final Terms specify that Condition 6.4 (No Gross-up) of the Terms and Conditions of the Notes is applicable, the Issuer or, as applicable, the Guarantor is not obliged to gross up any payments in respect of the Notes and shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Security and all payments made by the Issuer or, as applicable, the Guarantor shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

*Dual Currency Notes*

The Issuers may issue Notes with principal and/or interest 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 and to Notes linked to an Underlying Reference in general, potential investors should be aware that in relation to Dual Currency Notes:

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

(ii) they may receive no interest;

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

(iv) 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;

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

(vi) 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;

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

(viii) 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.

## 11. Certain Additional Risk Factors Associated with Warrants

*Limitations on Exercise of Warrants*

If so indicated in the Final Terms, the Issuer will have the option to limit the number of Warrants exercisable on any date (other than the final exercise date) to the maximum number specified in the Final Terms and, in conjunction with such limitation, to limit the number of Warrants exercisable by any person or group of persons (whether or not acting in concert) on such date. In the event that the total number of Warrants being exercised on any date (other than the final exercise date) exceeds such maximum number and the Issuer elects to limit the number of Warrants exercisable on such date, a Holder may not be able to exercise on such date all the Warrants that such Holder desires to exercise. In any such case, the number of Warrants to be exercised on such date will be reduced until the total number of Warrants exercised on such date no longer exceeds such maximum, such Warrants being selected at the discretion of the Issuer. The Warrants tendered for exercise but not exercised on such date will be automatically exercised on the next date on which Warrants may be exercised, subject to the same daily maximum limitation and delayed exercise provisions.

*Minimum Exercise Amount of Warrants*

If so indicated in the Final Terms, a Holder must tender or, in the case of automatic exercise, hold, a specified number of Warrants at any one time in order to exercise. Thus, Holders with fewer than the specified minimum number of Warrants will either have to sell their Warrants or purchase additional Warrants, incurring transaction costs in each case, in order to realise their investment. Furthermore, holders of such Warrants incur the risk that there may be differences between the trading price of such Warrants and the Cash Settlement Amount (in the case of Cash Settled Warrants) or the amount of the Entitlement (in the case of Physical Delivery Warrants) of such Warrants.

*Time Lag after Exercise of Warrants*

In the case of any exercise of Warrants, there will be a time lag between the time a Holder gives instructions to exercise and the time the applicable Cash Settlement Amount (in the case of Cash Settled Warrants) relating to such exercise is determined. Any such delay between the time of exercise and the determination of the Cash Settlement Amount will be specified in the applicable Final Terms or the applicable Conditions. However, such delay could be significantly longer, particularly in the case of a delay in the exercise of Warrants arising from any daily maximum exercise limitation, the occurrence of a Market Disruption Event or the failure to open of an exchange (if applicable) or following the imposition of any exchange controls or other similar regulations affecting the ability to obtain or exchange any relevant currency (or basket of currencies) in the case of Currency Securities. The applicable Cash Settlement Amount may change significantly during any such period, and such movement or movements could decrease the Cash Settlement Amount of the relevant Warrants, and may result in such Cash Settlement Amount being zero.

## 12. Certain Additional Risk Factors Associated with Italian Dematerialised Securities and Italian Dematerialised Notes

*No physical document of title issued in respect of the Italian Dematerialised Securities or Italian Dematerialised Notes*

Italian Dematerialised Securities and Italian Dematerialised Notes issued under the Programme will be in dematerialised form and evidenced at any time through book entries pursuant to the relevant provisions of Italian legislative decree no. 58/1998, as amended and integrated by subsequent implementing provisions, and

in accordance with CONSOB and Bank of Italy Joined Regulation dated 22 February 2008, as amended and integrated by subsequent implementing provisions. In no circumstance would physical documents of title be issued in respect of the Italian Dematerialised Securities or Italian Dematerialised Notes. While the Italian Dematerialised Securities and Italian Dematerialised Notes are represented by book entries, investors will be able to trade their beneficial interests only through Monte Titoli S.p.A. ("**Monte Titoli**") and the authorised financial intermediaries holding accounts on behalf of their customers with Monte Titoli. As the Italian Dematerialised Securities and Italian Dematerialised Notes are held in dematerialised form with Monte Titoli, investors will have to rely on the procedures of Monte Titoli and the financial intermediaries authorised to hold accounts therewith, for transfer, payment and communication with the relevant Issuer or Guarantor (if any).

## RESPONSIBILITY STATEMENT

Each of BNPP B.V. (in respect of itself), BNPP (in respect of itself and BNPP B.V.), BP2F (in respect of itself), BNPPF (in respect of itself and BP2F) and BGL (in respect of itself) accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of each of BNPP B.V., BNPP, BP2F, BNPPF and BGL (who have taken all reasonable care to ensure that such is the case), the information contained herein is in accordance with the facts and does not omit anything likely to affect the import of such information.

Information contained in this Base Prospectus which is sourced from a third party has been accurately reproduced and, as far as the relevant Issuer is aware and is able to ascertain from information published by the relevant third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The relevant Issuer has also identified the source(s) of such information.

The applicable Final Terms will (if applicable) specify the nature of the responsibility taken by the relevant Issuer and, if applicable, the Guarantor for the information relating to the underlying asset, index or other item(s) to which the Securities relate, which is contained in such Final Terms.

## DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents which have been previously published or are published simultaneously with this Base Prospectus and that have been filed with the AMF for the purpose of the Prospectus Directive, and shall be incorporated in, and form part of, this Base Prospectus:

(a) The terms and conditions of the Warrants contained in the base prospectus (the "**2005 Base Prospectus**") of BNPP and BNPP B.V. dated 18 October 2005 (as approved by the Commission de Surveillence du Secteur Financier (the "**CSSF**") (the "**2005 Warrant Conditions**"), the terms and conditions of the Warrants contained in the base prospectus (the "**January 2006 Base Prospectus**") of BNPP and BNPP B.V. dated 18 January 2006 (as approved by the CSSF) (the "**January 2006 Warrant Conditions**"), the terms and conditions of the Warrants contained in the base prospectus (the "**June 2006 Base Prospectus**") of BNPP and BNPP B.V. dated 21 June 2006 (as approved by the CSSF) (the "**June 2006 Warrant Conditions**"), the terms and conditions contained in the supplement (the "**2006 Supplement**") to the June 2006 Base Prospectus dated 21 December 2006 (as approved by the CSSF) (the "**December 2006 Warrant Conditions**"), the terms and conditions of the Warrants contained in the supplement (the "**2007 Supplement**") to the June 2006 Base Prospectus dated 1 March 2007 (as approved by the CSSF) (the "**March 2007 Warrant Conditions**"), the terms and conditions of the Warrants contained in the base prospectus (the "**2007 Base Prospectus**") of BNPP and BNPP B.V. dated 30 May 2007 (as approved by the CSSF) (the "**May 2007 Warrant Conditions**"), the terms and conditions of the Warrants contained in the base prospectus (the "**2008 Base Prospectus**") of BNPP and BNPP B.V. dated 30 May 2008 (as approved by the Authority for the Financial Markets ("**AFM**")) (the "**May 2008 Warrant Conditions** "), the terms and conditions of the Warrants contained in the supplement (the "**2008 Supplement**") to the May 2008 Warrant Conditions dated 14 August 2008 (as approved by the AFM) (the "**August 2008 Warrant Conditions**"), the terms and conditions of the Warrants contained in the base prospectus (the "**2009 Base Prospectus**") of BNPP and BNPP B.V. dated 4 June 2009 (as approved by the AFM) (the "**June 2009 Warrant Conditions**"), the terms and conditions of the Securities contained in the base prospectus (the "**2010 Base Prospectus**") of BNPP and BNPP B.V. dated 3 June 2010 (as approved by the AFM) (the "**June 2010 Securities Conditions**"), the terms and conditions of the Securities contained in the supplement (the "**2011 Supplement**") to the June 2010 Base Prospectus dated 24 March 2011 (as approved by the AFM) (the "**March 2011 Securities Conditions**"), the terms and conditions of the Securities contained in the base prospectus (the "**2011 Base Prospectus**") of BNPP and BNPP B.V. dated 7 June 2011 (as approved by the AFM) (the "**June 2011 Securities Conditions**"), the terms and conditions of the Securities contained in the supplement (the "**September 2011 Supplement**") to the June 2011 Base Prospectus dated 14 September 2011(as approved by the AFM) (the "**September 2011 Securities Conditions**") and the terms and conditions of the Securities contained in the supplement (the "**April 2012 Supplement**") to the June 2011 Base Prospectus dated 4 April 2012 (as approved by the AFM) (the "**April 2012 Securities Conditions**"), the terms and conditions of the Securities contained in the base prospectus (the "**2012 Base Prospectus**") of BNPP and BNPP B.V. dated 1 June 2012 (as approved by the AFM) (the "**June 2012 Securities Conditions**") and the terms and conditions of the W&C Securities contained in the Base Prospectus (the "**2013 Base Prospectus**") of BNPP B.V., BNPP, BP2F, BNPPF and BGL dated 3 June 2013 (as approved by the AMF) (the "**June 2013 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**July 2013 Supplement**") to the 2013 Base Prospectus dated 24 July 2013 (as approved by the AMF) (the "**July 2013 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**September 2013 Supplement**") to the 2013 Base Prospectus dated 12 September 2013 (as approved by the AMF) (the "**September 2013 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**November 2013 Supplement**") to the 2013 Base Prospectus dated 12 November 2013 (as approved by the AMF) (the "**November 2013 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**December 2013 Supplement**") to the 2013 Base Prospectus dated 20 December 2013 (as approved by the AMF) (the

"**December 2013 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**January 2014 Supplement**") to the 2013 Base Prospectus dated 10 January 2014 (as approved by the AMF) (the "**January 2014 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**April 2014 Supplement**") to the 2013 Base Prospectus dated 11 April 2014 (as approved by the AMF) (the "**April 2014 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the 2014 Base Prospectus (the "**2014 Base Prospectus**") of BNPP B.V., BNPP, BP2F, BNPPF and BGL dated 5 June 2014 (as approved by the AMF) (the "**June 2014 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (as approved by the AMF) (the "**August 2014 Supplement**") to the 2014 Base Prospectus dated 7 August 2014 (as approved by the AMF) (the "**August 2014 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**5 September 2014 Supplement**") to the 2014 Base Prospectus dated 5 September 2014 (as approved by the AMF) (the "**5 September 2014 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the Supplement (the "**22 September 2014 Supplement**") to the 2014 Base Prospectus dated 22 September 2014 (as approved by the AMF) (the "**22 September 2014 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the Supplement (the "**October 2014 Supplement**") to the 2014 Base Prospectus dated 10 October 2014 (as approved by the AMF) (the "**October 2014 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**February 2015 Supplement**") to the 2014 Base Prospectus dated 10 February 2015 (as approved by the AMF) (the "**February 2015 W&C Securities Conditions**"), the terms and conditions of the W&C Securities contained in the supplement (the "**March 2015 Supplement**") to the 2014 Base Prospectus dated 30 March 2015 (as approved by the AMF) (the "**March 2015 W&C Securities Conditions**" together with the 2005 Warrant Conditions, the January 2006 Warrant Conditions, the June 2006 Warrant Conditions, the December 2006 Warrant Conditions, the March 2007 Warrant Conditions, the May 2007 Warrant Conditions, the May 2008 Warrant Conditions, the August 2008 Warrant Conditions, the June 2009 Warrant Conditions, the June 2010 Securities Conditions, the June 2011 Securities Conditions, the September 2011 Securities Conditions, the April 2012 Securities Conditions, the June 2012 Securities Conditions, the June 2013 W&C Securities Conditions, the July 2013 W&C Securities Conditions, the September 2013 W&C Securities Conditions, the November 2013 W&C Securities Conditions, the December 2013 W&C Securities Conditions, the January 2014 W&C Securities Conditions, the June 2014 W&C Securities Conditions, the August 2014 W&C Securities Conditions, the 5 September 2014 W&C Securities Conditions, the 22 September 2014 W&C Securities Conditions, the October 2014 W&C Securities Conditions and the February 2015 W&C Securities Conditions, the "**Warrant Previous Conditions**");

(b) the terms and conditions of the Certificates contained in the 2005 Base Prospectus (the "**2005 Certificate Conditions**"), the terms and conditions of the Certificates contained in the January 2006 Base Prospectus (the "**January 2006 Certificate Conditions**"), the terms and conditions of the Certificates contained in the June 2006 Base Prospectus (the "**June 2006 Certificate Conditions**"), the terms and conditions of the Certificates contained in the 2006 Supplement (the "**December 2006 Certificate Conditions**"), the terms and conditions of the Certificates contained in the 2007 Supplement (the "**March 2007 Certificate Conditions**"), the terms and conditions of the Certificates contained in the 2007 Base Prospectus (the "**May 2007 Certificate Conditions**"), the terms and conditions of the Certificates contained in the 2008 Base Prospectus (the "**May 2008 Certificate Conditions**"), the terms and conditions of the Certificates contained in the 2008 Supplement (the "**August 2008 Certificate Conditions**") and the terms and conditions of the Certificates contained in the 2009 Base Prospectus (the "**June 2009 Certificate Conditions**" and together with the 2005 Certificate Conditions, the January 2006 Certificate Conditions, the June 2006 Certificate Conditions, the December 2006 Certificate Conditions, the March 2007 Certificate Conditions, the May 2007 Certificate Conditions, the May 2008 Certificate Conditions, the August 2008 Certificate Conditions, the "**Certificate Previous Conditions**");

(c) the terms and conditions of the Notes contained in the 2013 Base Prospectus (the "**June 2013 Note Conditions**"), the terms and conditions of the Notes contained in the July 2013 Supplement (the "**July 2013 Note Conditions**"), the terms and conditions of the Notes contained in the September 2013 Supplement (the "**September 2013 Note Conditions**"), the terms and conditions of the Notes contained in the November 2013 Supplement (the "**November 2013 Note Conditions**"), the terms and conditions of the Notes contained in the December 2013 Supplement (the "**December 2013 Note Conditions**"), the terms and conditions of the Notes contained in the January 2014 Supplement (the "**January 2014 Note Conditions**") and the terms and conditions of the Notes contained in the April 2014 Supplement (the "**April 2014 Note Conditions**"), the terms and conditions of the Notes contained in the 2014 Base Prospectus (the "**2014 Base Prospectus**") of BNPP B.V., BNPP, BP2F, BNPPF and BGL dated 5 June 2014 (as approved by the AMF) (the "**June 2014 Note Conditions**"), the terms and conditions of the Notes contained in the 5 September 2014 Supplement (the "**5 September 2014 Note Conditions**"), the terms and conditions of the Notes contained in the 22 September 2014 Supplement (the "**22 September 2014 Note Conditions**"), the terms and conditions of the Notes contained in the October 2014 Supplement (the "**October 2014 Note Conditions**"), the terms and conditions of the Notes contained in the supplement (the "**November 2014 Supplement**") to the 2014 Base Prospectus dated 7 November 2014 (as approved by the AMF) (the "**November 2014 Note Conditions**"), the terms and conditions of the Notes contained in the February 2015 Supplement (the "**February 2015 Note Conditions**" and together with the June 2013 Note Conditions, the July 2013 Note Conditions, the September 2013 Note Conditions, the November 2013 Note Conditions, the December 2013 Note Conditions, the January 2014 Note Conditions, the June 2014 Note Conditions, the 5 September 2014 Note Conditions, the 22 September Note Conditions, the October 2014 Note Conditions, the November 2014 Conditions, the "**Note Previous Conditions**");

(d) the statutory annual reports for 2013 (the "**2013 BNPP B.V. Annual Report**") and 2014 (the "**2014 BNPP B.V. Annual Report**") which include, respectively, the audited annual non-consolidated financial statements of BNPP B.V. as at, and for the years ended, 31 December 2013 and 31 December 2014 (the "**BNPP B.V. 2013 Financial Statements**" and the "**BNPP B.V. 2014 Financial Statements**" respectively) and the respective auditors' reports thereon;

(e) the 2013 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 2013 (including their opinion with explanatory paragraphs)) (the "**2013 Audited Annual Accounts**");

(f) the 2014 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 2014 (including their opinion with explanatory paragraphs)) (the "**2014 Audited Annual Accounts**");

(g) the 2013 audited annual accounts of BP2F (including the report of the approved independent auditor issued by Deloitte S.à r.l. (*réviseur d'entreprises agréé*) on 14 March 2014 for the year ended 31 December 2013);

(h) the 2014 audited annual accounts of BP2F (including the report of the approved independent auditor issued by Deloitte S.à r.l. (*réviseur d'entreprises agréé*) on 13 March 2015 for the year ended 31 December 2014);

(i) (i) The cash flow statements of BP2F for the year ended 31 December 2013 and the audit report thereon issued by Deloitte Société à responsabilité limitée as independent auditor (*réviseur d'enterprises*) and as approved independent auditor (*réviseur d'enterprises agréé*) (the "**BP2F 2013 Cash Flow Statements**"), and (ii) the cash flow statements of BP2F for the year ended 31 December 2014 and the audit report thereon issued by Deloitte Société à responsabilité limitée as independent auditor (*réviseur d'entreprises*) and as approved independent auditor (*réviseur d'entreprises agréé*) (the "**BP2F 2014 Cash Flow Statements**");

(j) the Annual Report of BGL for the year ended 31 December 2013 (in French) and the Annual Report of BGL for the year ended 31 December 2013 (in English) in each case including the audit report thereon;

(k) the Annual Report of BGL for the year ended 31 December 2014 (in French) and the Annual Report of BGL for the year ended 31 December 2014 (in English) in each case including the audit report thereon;

(l) BNPP's *document de reference et rapport financier annuel* in English for 2013 including the consolidated financial statements for the year ended 31 December 2013 and the statutory auditor's report thereon other than Chapter 7 (A Responsible Bank: Information on BNP Paribas' Economic, Social, Civic and Environmental Responsibility), the sections entitled "Person Responsible for the Registration Document", the "Table of Concordance" and any reference to a completion letter (*lettre de fin de travaux*) therein (the "**BNPP 2013 Registration Document**");

(m) BNPP's *document de référence et rapport financier annuel* in English for 2014 including the consolidated financial statements for the year ended 31 December 2014 and the statutory auditors' report thereon other than Chapter 7 (A Responsible Bank: Information on BNP Paribas' Economic, Social, Civic and Environmental Responsibility), the sections entitled "Person Responsible for the Registration Document" and the "Table of Concordance" and any reference to a completion letter (*lettre de fin de travaux*) therein (the "**BNPP 2014 Registration Document**"); and

(n) the BNPP *Actualisation du Document de réference 2014 déposée auprès de l'AMF le 30 avril 2015* (in English) other than the sections entitled "Person Responsible for the Update to the Registration Document", and the "Table of Concordance" (the "**First Update to the BNPP 2014 Registration Document**"),

save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that such statement is inconsistent with a statement contained in this Base Prospectus or any supplement to this Base Prospectus.

***Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.***

The information incorporated by reference above is available as follows:

| **Information Incorporated by Reference** | **Reference** |
|---|---|
| ***Warrant Previous Conditions*** | |
| 2005 Warrant Conditions | Pages 42 to 93 of the 2005 Base Prospectus |
| January 2006 Warrant Conditions | Pages 55 to 109 of the January 2006 Base Prospectus |
| June 2006 Warrant Conditions | Pages 49 to 117 of the June 2006 Base Prospectus |
| December 2006 Warrant Conditions | Pages 2 to 10 of the 2006 Supplement |
| March 2007 Warrant Conditions | Pages 3 to 12 of the 2007 Supplement |
| May 2007 Warrant Conditions | Pages 55 to 144 of the 2007 Base Prospectus |
| May 2008 Warrant Conditions | Pages 68 to 181 of the 2008 Base Prospectus |
| August 2008 Warrant Conditions | Pages 45 to 158 of the 2008 Supplement |
| June 2009 Warrant Conditions | Pages 87 to 215 of the 2009 Base Prospectus |
| June 2010 Securities Conditions | Pages 130 to 235 of the 2010 Base Prospectus |
| March 2011 Securities Conditions | Pages 20 to 54 of the 2011 Supplement |
| June 2011 Securities Conditions | Pages 138 to 461 of the 2011 Base Prospectus |
| September 2011 Securities Conditions | Pages 2 to 3 of the September 2011 Supplement |
| April 2012 Securities Conditions | Pages 4 to 6 of the April 2012 Supplement |
| June 2012 Securities Conditions | Pages 152 to 492 of the 2012 Base Prospectus |
| June 2013 W&C Securities Conditions | Pages 347 to 831 of the 2013 Base Prospectus |
| July 2013 W&C Securities Conditions | Pages 4 to 6 of the July 2013 Supplement |
| September 2013 W&C Securities Conditions | Page 12 of the September 2013 Supplement |
| November 2013 W&C Securities Conditions | Pages 12 to 129 of the November 2013 Supplement |

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| December 2013 W&C Securities Conditions | Pages 9 to 17 of the December 2013 Supplement |
| January 2014 W&C Securities Conditions | Pages 9 to 15 of the January 2014 Supplement |
| April 2014 W&C Securities Conditions | Pages 29 to 62 of the April 2014 Supplement |
| June 2014 W&C Securities Conditions | Pages 402 to 908 of the June 2014 Base Prospectus |
| August 2014 W&C Securities Conditions | Page 24 of the August 2014 Supplement |
| 5 September 2014 W&C Securities Conditions | Page 15 of the 5 September 2014 Supplement |
| 22 September 2014 W&C Securities Conditions | Pages 12 to 157 of the 22 September 2014 Supplement |
| October 2014 W&C Securities Conditions | Page 101 of the October 2014 Supplement |
| February 2015 W&C Securities Conditions | Pages 22 to 25 of the February 2015 Supplement |
| March 2015 W&C Securities Conditions | Page 30 of the March 2015 Supplement |
| ***Certificate Previous Conditions*** | |
| 2005 Certificate Conditions | Pages 94 to 135 of the 2005 Base Prospectus |
| January 2006 Certificate Conditions | Pages 110 to 154 of the January 2006 Base Prospectus |
| June 2006 Certificate Conditions | Pages 143 to 214 of the June 2006 Base Prospectus |
| December 2006 Certificate Conditions | Page 2 of the 2006 Supplement |
| March 2007 Certificate Conditions | Pages 13 to 21 of the 2007 Supplement |
| May 2007 Certificate Conditions | Pages 171 to 254 of the 2007 Base Prospectus |
| May 2008 Certificate Conditions | Pages 226 to 388 of the 2008 Base Prospectus |
| August 2008 Certificate Conditions | Pages 207 to 369 of the 2008 Supplement |
| June 2009 Certificate Conditions | Pages 284 to 471 of the 2009 Base Prospectus |
| ***Note Previous Conditions*** | |
| June 2013 Note Conditions | Pages 274 to 346 and 475 to 716 of the 2013 Base Prospectus |
| July 2013 Note Conditions | Pages 5 to 6 of the July 2013 Supplement |
| September 2013 Note Conditions | Page 12 of the September 2013 Supplement |
| November 2013 Note Conditions | Pages 11 to 21 of the November 2013 Supplement |
| December 2013 Note Conditions | Pages 9 to 17 of the December 2013 Supplement |
| January 2014 Note Conditions | Pages 9 to 15 of the January 2014 Supplement |
| April 2014 Note Conditions | Pages 28 and 46 to 61 of the April 2014 Supplement |
| June 2014 Note Conditions | Pages 339 to 402 and 540 to 796 of the June 2014 Base Prospectus |
| 5 September 2014 Note Conditions | Page 15 of the 5 September 2014 Supplement |
| 22 September 2014 Note Conditions | Pages 12 to 157 of the 22 September 2014 Supplement |
| October 2014 Note Conditions | Pages 21 to 100 of the October 2014 Supplement |
| November 2014 Note Conditions | Pages 10 to 13 of the November 2014 Supplement |
| February 2015 Note Conditions | Pages 19 to 21 of the February 2015 Supplement |
| **BNP PARIBAS** | |
| ***BNPP 2013 Registration Document*** | |
| Profit and loss account for the year ended 31 December 2013 | Page 124 of the BNPP 2013 Registration Document |
| Statement of net income and changes in assets and liabilities recognised directly in equity | Page 125 of the BNPP 2013 Registration Document |
| Balance sheet at 31 December 2013 | Page 126 of the BNPP 2013 Registration Document |
| Cash flow statement for the year ended 31 December 2013 | Page 127 of the BNPP 2013 Registration Document |
| Statement of changes in shareholders' equity between 1 January 2012 and 31 December 2013 | Pages 128 to 129 of the BNPP 2013 Registration Document |
| Notes to the financial statements prepared in accordance with International Financial Reporting Standards as adopted by the European Union | Pages 130 to 221 of the BNPP 2013 Registration Document |

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| Statutory Auditors' report on the Consolidated Financial Statements of BNP Paribas for the year ended 31 December 2013 | Pages 222 to 223 of the BNPP 2013 Registration Document |
| Chapter 5 ("Risks and Capital Adequacy") | Pages 225 to 348 of the BNPP 2013 Registration Document |
| ***BNPP 2014 REGISTRATION DOCUMENT*** | |
| *Extracts of Annex XI of the European Regulation 809/2004/EC of 29 April 2004* | |
| **3. Risk Factors** | |
| 3.1. Prominent disclosure of risk factors that may affect the Issuer's ability to fulfil its obligations under the securities to investors in a section headed "Risk Factors". | Pages 245 to 364 of the BNPP 2014 Registration Document |
| **4. Information about the Issuer** | |
| 4.1. History and development of the Issuer: | Page 5 of the BNPP 2014 Registration Document |
| 4.1.1. The legal and commercial name of the Issuer; | Page 487 of the BNPP 2014 Registration Document |
| 4.1.2. The place of registration of the Issuer and its registration number; | Page 487 of the BNPP 2014 Registration Document |
| 4.1.3. The date of incorporation and the length of life of the Issuer, except where indefinite; | Page 487 of the BNPP 2014 Registration Document |
| 4.1.4.<br><br>- the domicile and legal form of the Issuer,<br>- the legislation under which the Issuer operates,<br>- its country of incorporation, and<br>- the address and telephone number of its registered office (or principal place of business if different from its registered office). | Pages 487 and 506 (back cover) of the BNPP 2014 Registration Document |
| 4.1.5. Any recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency. | Page 129 of the BNPP 2014 Registration Document |
| **5. Business Overview** | |
| 5.1.1. A brief description of<br><br>- the Issuer's principal activities stating,<br>- the main categories of products sold and/or services performed. | Pages 6 to 15, 168 to 171 and 480 to 486 of the BNPP 2014 Registration Document |
| 5.1.2. An indication of any significant new products and/or activities. | Pages 6 to 15, 168 to 171 and 480 to 486 of the BNPP 2014 Registration Document |
| 5.1.3. A brief description of the principal markets in which the Issuer competes. | Pages 6 to 15, 168 to 171 and 480 to 486 of the BNPP 2014 Registration Document |
| 5.1.4. The basis for any statements in the registration document made by the Issuer regarding its competitive position. | Pages 6 to 15 of the BNPP 2014 Registration Document |
| **6. Organisational Structure** | |
| 6.1. If the Issuer is part of a group, a brief description of the group and of the Issuer's position within it. | Page 4 of the BNPP 2014 Registration Document |
| 6.2. If the Issuer is dependent upon other entities within | Pages 231 to 239 and 417 to 419 of the BNPP 2014 |

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| the group, this must be clearly stated together with an explanation of this dependence. | Registration Document |
| **8. Profit Forecasts or Estimates** | |
| 8.1. A statement setting out the principal assumptions upon which the Issuer has based its forecast, or estimate.<br><br>There must be a clear distinction between assumptions about factors which the members of the administrative, management or supervisory bodies can influence and assumptions about factors which are exclusively outside the influence of the members of the administrative, management or supervisory bodies; be readily understandable by investors; be specific and precise; and not relate to the general accuracy of the estimates underlying the forecast. | Pages 130 to 132 of the BNPP 2014 Registration Document |
| 8.2. A report prepared by independent accountants or auditors stating that in the opinion of the independent accountants or auditors the forecast or estimate has been properly compiled on the basis stated, and that the basis of accounting used for the profit forecast or estimate is consistent with the accounting policies of the Issuer.<br><br>Where financial information relates to the previous financial year and only contains non-misleading figures substantially consistent with the final figures to be published in the next annual audited financial statements for the previous financial year, and the explanatory information necessary to assess the figures, a report shall not be required provided that the prospectus includes all of the following statements: | |
| (a) the person responsible for this financial information, if different from the one which is responsible for the prospectus in general, approves that information; | |
| (b) independent accountants or auditors have agreed that this information is substantially consistent with the final figures to be published in the next annual audited financial statements; | |
| (c) this financial information has not been audited. | |
| 8.3. The profit forecast or estimate must be prepared on a basis comparable with the historical financial information. | NA |
| **9. Administrative, Management, and Supervisory Bodies** | |
| 9.1. Names, business addresses and functions in the Issuer of the following persons, and an indication of the principal activities performed by them outside the Issuer where these are significant with respect to that Issuer:<br>(a) members of the administrative, management or supervisory bodies;<br>(b) partners with unlimited liability, in the case of a limited partnership with a share capital. | Pages 30 to 45 and 104 of the BNPP 2014 Registration Document |
| 9.2. Administrative, Management, and Supervisory bodies conflicts of interests.<br>Potential conflicts of interests between any duties to the | Pages 45 to 73 and 77 of the BNPP 2014 Registration Document |

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| issuing entity of the persons referred to in item 9.1 and their private interests and or other duties must be clearly stated.<br>In the event that there are no such conflicts, make a statement to that effect. | |
| **10. Major Shareholders** | |
| 10.1. To the extent known to the Issuer, state whether the Issuer is directly or indirectly owned or controlled and by whom, and describe the nature of such control, and describe the measures in place to ensure that such control is not abused. | Pages 16 to 17 of the BNPP 2014 Registration Document |
| 10.2. A description of any arrangements, known to the Issuer, the operation of which may at a subsequent date result in a change in control of the Issuer. | Page 17 of the BNPP 2014 Registration Document |
| **2014 FINANCIAL STATEMENTS** | |
| Profit and loss account for the year ended 31 December 2014 | Page 138 of the BNPP 2014 Registration Document |
| Statement of net income and changes in assets and liabilities recognised directly in equity | Page 139 of the BNPP 2014 Registration Document |
| Balance sheet at 31 December 2014 | Page 140 of the BNPP 2014 Registration Document |
| Cash flow statement for the year ended 31 December 2014 | Page 141 of the BNPP 2014 Registration Document |
| Statement of changes in shareholders' equity between 1 January 2013 and 31 December 2014 | Pages 142 to 143 of the BNPP 2014 Registration Document |
| Notes to the financial statements prepared in accordance with International Financial Reporting Standards as adopted by the European Union | Pages 144 to 240 of the BNPP 2014 Registration Document |
| Statutory Auditors' report on the Consolidated Financial Statements of BNP Paribas for the year ended 31 December 2014 | Pages 241 to 242 of the BNPP 2014 Registration Document |
| Chapter 5 ("Risks and Capital Adequacy") | Pages 243 to 382 of the BNPP 2014 Registration Document |
| **First Update to the BNPP 2014 Registration Document** | |
| Quarterly Financial Information | Pages 4 to 65 of the First Update to the BNPP 2014 Registration Document |
| Additional Information | Pages 68 to 81 of the First Update to the BNPP 2014 Registration Document |
| Statutory Auditors | Page 82 of the First Update to the BNPP 2014 Registration Document |
| **BNP PARIBAS ARBITRAGE ISSUANCE B.V.** | |
| ***2013 BNPP B.V. Annual Report*** | |
| Managing Director's Report | Pages 3 to 4 of the 2013 BNPP B.V. Annual Report |
| Balance Sheet at 31 December 2013 | Page 5 of the 2013 BNPP B.V. Annual Report |
| Profit & Loss Account for the year ended 31 December 2013 | Page 6 of the 2013 BNPP B.V. Annual Report |
| Cashflow Statement for the year ended 31 December 2013 | Page 7 of the 2013 BNPP B.V. Annual Report |
| Shareholder's equity | Page 8 of the 2013 BNPP B.V. Annual Report |
| Notes/Other Information | Pages 9 to 17 of the 2013 BNPP B.V. Annual Report |
| Auditor's Report of the Financial Statements of BNPP | Pages 18 to 19 of the 2013 BNPP B.V. Annual Report |

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| B.V. for the year ended 31 December 2013 | |
| ***2014 BNPP B.V. Annual Report*** | |
| Managing Director's Report | Pages 3 to 4 of the 2014 BNPP B.V. Annual Report |
| Balance Sheet at 31 December 2014 | Page 5 of the 2014 BNPP B.V. Annual Report |
| Profit & Loss Account for the year ended 31 December 2014 | Page 6 of the 2014 BNPP B.V. Annual Report |
| Cashflow Statement for the year ended 31 December 2014 | Page 7 of the 2014 BNPP B.V. Annual Report |
| Shareholder's equity | Page 8 of the 2014 BNPP B.V. Annual Report |
| Notes/Other Information | Pages 9 to 17 of the 2014 BNPP B.V. Annual Report |
| Auditor's Report of the Financial Statements of BNPP B.V. for the year ended 31 December 2014 | Pages 18 to 22 of the 2014 BNPP B.V. Annual Report |
| **BNP PARIBAS FORTIS SA/NV** | |
| ***2013 BNPPF Annual Report*** | |
| The audited consolidated profit and loss account, statement of net income and changes in assets and liabilities recognized directly in equity and the balance sheet of BNPPF for the financial year ended 31 December 2013 | Pages 43 to 46 of the 2013 BNPPF Annual Report |
| Statement of Changes in shareholders' equity between 1 January 2012 and 31 December 2013 | Page 47 of the 2013 BNPPF Annual Report |
| The audited consolidated cash flow statement of BNPPF for the financial year ended 31 December 2013 | Page 49 of the 2013 BNPPF Annual Report |
| The notes to the consolidated balance sheet and income statement for the financial year ended 31 December 2013, the segment content, risk management and capital adequacy, financing and guarantee commitments, salaries and employee benefits and additional information | Pages 51-196 of the 2013 BNPPF Annual Report |
| The unqualified statutory auditor's report of the joint statutory auditor's on the consolidated financial statements for the year ended 31 December 2013 (including their opinion with explanatory paragraphs) submitted to the General Shareholder's meeting of BNPPF | Pages 197-199 of the 2013 BNPPF Annual Report |
| The section headed 'Indemnification of Directors' describing decisions of the Board of Directors of BNPPF of 7 February 2013 and 24 April 2013 | Pages 208-210 of the 2013 Annual Report |
| ***2014 BNPPF Annual Report*** | |
| The audited consolidated profit and loss account of BNPPF for the financial year ended 31 December 2014 | Page 44 of the 2014 BNPPF Annual Report |
| The statement of net income and changes in assets and liabilities recognised directly in equity of BNPPF for the financial year ended 31 December 2014 | Page 45 of the 2014 BNPPF Annual Report |
| The balance sheet of BNPPF for the financial year ended 31 December 2014 | Page 46 of the 2014 BNPPF Annual Report |
| Statement of changes in shareholders' equity between 1 January 2013 and 31 December 2014 | Page 47 of the 2014 BNPPF Annual Report |
| The audited consolidated statement of cash flows of BNPPF for the financial year ended 31 December 2014 | Page 49 of the 2014 BNPPF Annual Report |
| The notes to the consolidated balance sheet and income statement for the financial year ended 31 December 2014, | Pages 51-220 of the 2014 BNPPF Annual Report |

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| the segment content, risk management and capital adequacy, financing and guarantee commitments, salaries and employee benefits and additional information | |
| 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 2014 (including their opinion with explanatory paragraphs) | Pages 225-229 of the 2014 BNPPF Annual Report |
| The sections headed 'Indemnification of Directors' and 'Remuneration and benefits awarded to the BNPPF Directors' describing decisions of the Board of BNPPF of 10 July 2014 and 20 March 2014 respectively | Pages 235-236 of the 2014 BNPPF Annual Report |
| **BNP PARIBAS FORTIS FUNDING** | |
| ***2013 Audited Annual Accounts*** | |
| Report from the Board of Directors | Pages 1 to 12 of the 2013 Audited Annual Accounts |
| The unqualified auditor's report to the audited annual accounts for the financial year ended 31 December 2013 | Pages 1 to 2 of the 2013 Audited Annual Accounts (following the Report from the Board of Directors and the table of contents) |
| The balance sheet and profit and loss account | Pages 3 to 5 of the 2013 Audited Annual Accounts (following the Report from the Board of Directors and the table of contents) |
| The notes to the annual accounts | Pages 6 to 15 of the 2013 Audited Annual Accounts (following the Report from the Board of Directors and the table of contents) |
| ***2014 Audited Annual Accounts*** | |
| Report from the Board of Directors | Pages 1 to 12 of the 2014 Audited Annual Accounts |
| The unqualified auditor's report to the audited annual accounts for the financial year ended 31 December 2014 | Pages 1 to 2 of the 2014 Audited Annual Accounts (following the Report from the Board of Directors and the table of contents) |
| The balance sheet and profit and loss account | Pages 3 to 5 of the 2014 Audited Annual Accounts (following the Report from the Board of Directors and the table of contents) |
| Notes to the Annual Accounts for the year ended 31 December 2014 | Pages 6 to 15 of the 2014 Audited Annual Accounts (following the Report from the Board of Directors and the table of contents) |
| ***BP2F 2013 Cash Flow Statements*** | |
| Report of the Réviseur d'Enterprises Agréé in accordance with International Standard on Auditing 805 | Pages 1 to 2 of the BP2F 2013 Cash Flow Statements |
| Statement of cash flows for the year ended 31 December 2013 | Page 3 of the BP2F 2013 Cash Flow Statements |
| Notes to the statement of cash flows | Pages 4 to 5 of the BP2F 2013 Cash Flow Statements |
| ***BP2F 2014 Cash Flow Statements*** | |
| Report of the Réviseur d'Enterprises Agréé in accordance with International Standard on Auditing 805 | Pages 1 to 2 of the BP2F 2014 Cash Flow Statements |
| Statement of cash flows for the year ended 31 December 2014 | Page 3 of the BP2F 2014 Cash Flow Statements |
| Notes to the statement of cash flows | Pages 4 to 5 of the BP2F 2014 Cash Flow Statements |
| **BGL BNP PARIBAS** | |
| ***BGL 2013 Annual Report (in French)*** | |

| | |
|---|---|
| Audit Report | set out at page 45 of the BGL 2013 Annual Report |
| Consolidated Profit and Loss Account | set out at page 46 of the BGL 2013 Annual Report |
| Statement of Consolidated Net Income and Changes in Assets and Liabilities Recognised Directly in Consolidated Equity | set out at page 47 of the BGL 2013 Annual Report |
| Consolidated Balance Sheet | set out at page 48 of the BGL 2013 Annual Report |
| Statement of Changes in the Consolidated Shareholders Equity from 1 January 2012 to 31 December 2013 | set out at pages 49 to 51 of the BGL 2013 Annual Report |
| Consolidated Cash Flow Statement | set out at pages 52 to 53 of the BGL 2013 Annual Report |
| Notes to the Consolidated Financial Statements | set out at pages 54 to 172 of the BGL 2013 Annual Report |
| ***BGL 2013 Annual Report (in English)*** | |
| Audit Report | set out at page 45 of the BGL 2013 Annual Report |
| Consolidated Profit and Loss Account | set out at page 46 of the BGL 2013 Annual Report |
| Statement of Consolidated Net Income and Changes in Assets and Liabilities Recognised Directly in Consolidated Equity | set out at page 47 of the BGL 2013 Annual Report |
| Consolidated Balance Sheet | set out at page 48 of the BGL 2013 Annual Report |
| Statement of Changes in the Consolidated Shareholders Equity from 1 January 2012 to 31 December 2013 | set out at pages 49 to 51 of the BGL 2013 Annual Report |
| Consolidated Cash Flow Statement | set out at pages 52 to 53 of the BGL 2013 Annual Report |
| Notes to the Consolidated Financial Statements | set out at pages 54 to 172 of the BGL 2013 Annual Report |
| ***BGL 2014 Annual Report (in French)*** | |
| Audit Report | set out at page 43 of the BGL 2014 Annual Report |
| Consolidated Profit and Loss Account 2014 | set out at page 44 of the BGL 2014 Annual Report |
| Statement of Consolidated Net Income and Changes in Assets and Liabilities Recognised Directly in Consolidated Equity | set out at page 45 of the BGL 2014 Annual Report |
| Consolidated Balance Sheet 2014 | set out at page 46 of the BGL 2014 Annual Report |
| Statement of Changes in the Consolidated Shareholders | set out at pages 47 to 49 of the BGL 2014 Annual Report |
| Consolidated Cash Flow Statement 2014 | set out at pages 50 to 51 of the BGL 2014 Annual Report |
| Notes to the Consolidated Financial Statements | set out at pages 52 to 178 of the BGL 2014 Annual Report |
| ***BGL 2014 Annual Report (in English)*** | |
| Audit Report | set out at page 41 of the BGL 2014 Annual Report |
| Consolidated Profit and Loss Account 2014 | set out at page 42 of the BGL 2014 Annual Report |
| Statement of Consolidated Net Income and Changes in Assets and Liabilities Recognised Directly in Consolidated Equity | set out at page 43 of the BGL 2014 Annual Report |
| Consolidated Balance Sheet 2014 | set out at page 44 of the BGL 2014 Annual Report |
| Statement of Changes in the Consolidated Shareholders | set out at pages 45 to 47 of the BGL 2014 Annual Report |
| Consolidated Cash Flow Statement 2014 | set out at pages 48 to 49 of the BGL 2014 Annual Report |
| Notes to the Consolidated Financial Statements | set out at pages 50 to 170 of the BGL 2014 Annual Report |

Information contained in the documents incorporated by reference other than information listed in the tables above is for information purposes only.

Each Issuer will provide, free of charge, to each person to whom a copy of this Base Prospectus has been delivered, upon the oral or written request of such person, a copy of any or all of the documents which are incorporated herein by reference in (a), (b) and (c) above. Each of the documents incorporated by reference in (d) to (n) above will only be

made available by the relevant Issuer or Guarantor to which such document relates. Written or oral requests for such documents should be directed to the relevant Issuer at its principal office set out at the end of this Base Prospectus.

In addition, copies of any documents incorporated by reference will be made available, free of charge, by BNP Paribas Securities Services, Luxembourg Branch ("**BNPSS**"), BNP Paribas Arbitrage S.N.C. ("**BNPA**") and the other Agents. Requests for such documents should be directed to the specified office of such Agent. Such documents will, along with this Base Prospectus, be available for viewing via the website of BNPP (https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx).

## GENERAL DESCRIPTION OF THE PROGRAMME AND PAYOUT METHODOLOGY UNDER THIS BASE PROSPECTUS

| | |
|---|---|
| **Issuers** | BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**")<br><br>BNP Paribas ("**BNPP**" and, together with its consolidated subsidiaries, the "**Group**").<br><br>BNP Paribas Fortis Funding ("**BP2F**")<br><br>BGL BNP Paribas ("**BGL**") |
| **Guarantors** | BNP Paribas<br><br>BNP Paribas Fortis SA/NV ("**BNPPF**") |
| **Description of the Programme under this Base Prospectus** | Note, Warrant and Certificate Programme |
| **Securities** | Securities may be issued as Index Securities, Share Securities, ETI Securities, Debt Securities, Commodity Securities, Inflation Index Securities, Currency Securities, Fund Securities, Credit Securities, Futures Securities, Underlying Interest Rate Securities, Preference Share Certificates or open end turbo Certificates which will be redeemed on a date determined by the Issuer, in its sole and absolute discretion, subject as provided herein ("**OET Certificates**"), or any other or further type of notes, warrants or certificates including Hybrid Securities where the Underlying Reference may be any combination of such indices (or index futures or options contracts), shares, interests in exchange traded instruments, debt instruments (or debt futures or options contracts), commodities, inflation indices, currencies, funds, futures contracts, underlying interest rates or other asset classes or types. |
| **Minimum denomination of Notes and minimum issue price of Certificates issued by BP2F or BGL** | If Notes issued by BP2F or BGL are admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive, the minimum Specified Denomination of the Notes will be euro 1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).<br><br>If Certificates issued by BP2F or BGL are admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive, the minimum issue price per Certificate will be euro 1,000 (or, if the Certificates are issued in a currency other than euro, the equivalent amount in such currency). |
| **Governing Law** | The Securities and any related Guarantee may be governed by English or, in the case of W&C Securities issued by BNPP B.V. and BNPP (and the related Guarantee), French law as specified in the applicable Final Terms. |
| **Payout Methodology** | The amount(s) (if any) payable or deliverable, as applicable, under the Securities will be comprised of the following components (each a "**Product** |

**Component**"):

(i) on final redemption or exercise, the Cash Settlement Amount (in the case of W&C Securities) or the Final Redemption Amount (in the case of Notes) (see W&C Security Conditions 20 (*Definitions (Warrants)*) and 28 (*Definitions*), Note Condition 5 (*Redemption and Purchase*) and Payout Conditions 1.1, 2.2, 3.3);

(ii) if Automatic Early Redemption or Automatic Early Expiration is specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event or an Automatic Early Expiration Event occurs, the Automatic Early Redemption Amount or Automatic Early Expiration Payout Amount, as applicable, (see W&C Security Conditions 25.12 (*Automatic Early Expiration*), 34.9 (*Automatic Early Redemption (Certificates)*) and 34.11 (*Automatic Early Redemption (Certificates) – Automatic Early Redemption Payout 2210/1*), Note Condition 11 (*Automatic Early Redemption Event*) and Payout Conditions 1.2, 2.3 and 3.4);

(iii) if an Issuer Call Option, Noteholder Put Option or Holder Put Option is specified as applicable in the applicable Final Terms, the relevant Optional Redemption Amount (see W&C Security Conditions 34.3 (*Issuer Call Option*) and 34.4 (*Holder Put Option*), Note Condition 5 (*Redemption and Purchase*) and Payout Conditions 1.3, 1.6 and 2.3);

(iv) in the case of Physical Delivery Securities, the Entitlement (see W&C Security Conditions 20 (*Definitions (Warrants)* and 28 (*Definitions*), Note Condition 5 (*Redemption and Purchase*) and Payout Conditions 1.7 and 2.4); and/or

(v) in the case of interest or premium amount paying Notes or Certificates, the interest amount or premium amount (see W&C Security Conditions 32(a) (*Interest on Fixed Rate Certificates*), 32(b)(iv) (*Determination of Rate of Interest and Calculation of Interest Amount*), 32(c)(iii) (*Determination of Rate of Interest and Calculation of Interest Amount*) and 33.6 (*Definitions relating to Premium Amount(s):*), Note Conditions 3.1 (*Interest on Fixed Rate Notes*), 3.2(c) (*Determination of Rate of Interest and Calculation of Interest Amount*) and 3.3(c) (*Determination of Rate of Interest and Calculation of Interest Amount*) and Payout Conditions 2.1 and 3.1).

The terms of a Series of Securities are comprised of (i) the Conditions, (ii) the Annex relevant to the relevant Underlying References and (iii) if selected in the applicable Final Terms, the Interest or Premium Amount Rate and/or Payout(s) selected from Annex 1 to the Conditions (the "**Payout Annex**") specified in the applicable Final Terms and the related variables specified in the applicable Final Terms (including the relevant valuation provisions) for such Interest or Premium Amount Rate and/or Payout(s) (as selected from the Payout Annex).

**Investors must review the Conditions, the Annex relevant to the relevant Underlying Reference and the Payout Annex, together with the applicable Final Terms to ascertain the terms and conditions applicable to the**

**Securities.**

**Exempt Securities**

The requirement to publish a prospectus under the Prospectus Directive only applies to Securities which are to be admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the European Economic Area other than in circumstances where an exemption is available under Article 3.2 of the Prospectus Directive (as implemented in the relevant Member State(s)). Under this Base Prospectus, the Issuers may issue Exempt Securities (being Securities for which no prospectus is required to be published under the Prospectus Directive). In the case of Exempt Securities, any terms and conditions not contained in this Base Prospectus which are applicable to such Exempt Securities will be set out in a pricing supplement document (the "**Pricing Supplement**"). The Note Agency Agreement (as defined in the Note Conditions) sets out the form of Pricing Supplement for Exempt Securities which are Notes and the Agency Agreement (as defined in the W&C Security Conditions) sets out the form of Pricing Supplement for Exempt Securities which are W&C Securities. For the purposes of any Exempt Securities, references in the Conditions to "Final Terms" shall be deemed to include a reference to "Pricing Supplement".

## SECURITY AND COLLATERAL IN RESPECT OF SECURED SECURITIES

The following shall apply to Secured Securities only

### General

Only BNPP B.V. may issue Secured Securities. In order to secure its obligations in respect of the Secured Securities, BNPP B.V. will enter into one or more pledge agreements and/or other security arrangements with, among others, BNP Paribas Trust Corporation UK Limited which will, unless otherwise specified in the applicable Final Terms, be governed by Luxembourg law (each a "**Security Agreement**"). Under the Security Agreement, BNPP B.V. will grant first ranking security over securities accounts or cash accounts (each a "**Collateral Account**") held by BNPP B.V. with BNP Paribas Securities Services, Luxembourg Branch or such other custodian or account bank as is specified for the relevant Collateral Pool in the applicable Final Terms (each a "**Collateral Custodian**") in favour of BNP Paribas Trust Corporation UK Limited (the "**Collateral Agent**") on behalf of itself and the relevant Holders. In each Collateral Account, BNPP B.V. will hold sufficient securities or cash which, upon delivery to the relevant Collateral Account, are Eligible Collateral (the "**Collateral Assets**") to secure the marked to market value of the relevant Secured Securities ("**MTM Collateralisation**") or a specified proportion of the marked to market value of the relevant Secured Securities ("**Partial MTM Collateralisation**") or alternatively (and only where the relevant Secured Securities are Certificates) to secure the nominal value of such Secured Securities ("**Nominal Value Collateralisation**") or to secure part of the nominal value of such Secured Securities ("**Partial Nominal Value Collateralisation**"). Whether or not MTM Collateralisation, Partial MTM Collateralisation, Nominal Value Collateralisation or Partial Nominal Value Collateralisation is applicable to a series of Secured Securities will be specified in the applicable Final Terms. Multiple series of Secured Securities may be secured by the Collateral Assets held in a single Collateral Account (each a "**Collateral Pool**") if so specified in the relevant Final Terms.

### Adjustments to Collateral Pool where the Collateral Assets are securities

Unless specified otherwise in the applicable Final Terms, where the Collateral Assets are securities, on such periodic basis as is specified in the applicable Final Terms (each a "**Collateral Valuation Date**"), BNP Paribas Arbitrage S.N.C (or such other party specified in the applicable Final Terms) (the "**Collateral Calculation Agent**") will determine (a) the marked to market value of the Collateral Assets in a Collateral Pool (the "**Collateral Value**") and (b)(i) the sum of, in respect of each series of Secured Securities secured by the relevant Collateral Pool, the marked to market value of such Secured Securities (where MTM Collateralisation is applicable to a series of Secured Securities) or part of the marked to market value of such Secured Securities (where Partial MTM Collateralisation is applicable to a series of Secured Securities) and (ii) where Nominal Value Collateralisation or Partial Nominal Value Collateralisation is applicable to a series of Secured Securities, the aggregate nominal value or part of the aggregate nominal value of the relevant Secured Securities (such sum, the "**Securities Value**"). When determining the Collateral Value in respect of Collateral Assets in a Collateral Pool, the Collateral Calculation Agent may, if so specified in the applicable Final Terms, apply a "haircut" (being a percentage by which the market value of a Collateral Asset is discounted) which is designed to mitigate the depreciation in value of the relevant Collateral Asset in the period between the last valuation of the Collateral Asset and the realisation of such Collateral Asset. When determining the Securities Value on the basis of the marked to market value of the Secured Securities (or part of such marked to market value), the Collateral Calculation Agent shall take no account of the financial condition of (a) BNPP B.V. which shall be presumed to be able to perform fully its obligations in respect of the Secured Securities or, (b) the Guarantor which shall be presumed to be able to perform fully its obligations in respect of the Guarantee. Unless the applicable Final Terms specify that there will be no adjustments to the amount of Collateral Assets or that there are no Collateral Valuation Dates, in the event that on a Collateral Valuation Date there is a difference between the Collateral Value and the applicable Securities Value, BNPP B.V. will procure that further assets are delivered to the Collateral Account (or substitute existing Collateral Assets with Collateral Assets with a greater value) if the value of the Collateral Assets is less than the Securities Value prior to such adjustment or will be entitled to remove Collateral Assets from the Collateral Account if

the Collateral Value is in excess of the Securities Value prior to such adjustment. Following such adjustment in respect of Collateral Assets on any Collateral Valuation Date, the Collateral Value is expected to be equal to the Securities Value.

**Adjustments to Collateral Pool where the Collateral Asset is a cash deposit**

Where the Collateral Asset is a cash deposit, on each Collateral Valuation Date (if any) the Collateral Calculation Agent will determine only the Securities Value. When determining the Securities Value on the basis of the marked to market value of the Secured Securities (or part of such marked to market value), the Collateral Calculation Agent shall take no account of the financial condition of (a) BNPP B.V. which shall be presumed to be able to perform fully its obligations in respect of the Secured Securities or (b) the Guarantor which shall be presumed to be able to perform fully its obligations in respect of the Guarantee. Unless the applicable Final Terms specify that there will be no adjustments to the amount of Collateral Assets or that there are no Collateral Valuation Dates, in the event that on a Collateral Valuation Date there is a difference between the amount of cash standing to the credit of the Collateral Account (the "**Deposit Amount**") and the applicable Securities Value, BNPP B.V. will procure that further cash is deposited in the Collateral Account if the Deposit Amount is below the Securities Value prior to such adjustment or will be entitled to withdraw cash from the Collateral Account if the Deposit Amount is in excess of the Securities Value prior to such adjustment. Following such adjustment in respect of Collateral Assets on any Collateral Valuation Date, the Deposit Amount is expected to be equal to the Securities Value.

**Delivery of Collateral Assets**

In the event that BNPP B.V. is required to deliver or deposit additional Collateral Assets or alternative Collateral Assets in the Collateral Account, BNPP B.V. shall do so as soon as practicable following the relevant Collateral Valuation Date.

**Calculations**

The Collateral Agent will not be required to calculate or check the valuation of the relevant Secured Securities or the Collateral Assets prior to the enforcement of the Security Agreements. In connection with the distribution of the realisation proceeds from the Collateral Assets, the Collateral Agent may be required to determine the Security Termination Amount due in respect of each Secured Security and the Final Security Value in respect of such Secured Security. The Collateral Agent will determine the Final Security Value of a Secured Security on the basis of information obtained from the Collateral Calculation Agent.

The Final Terms applicable to a series of Secured Securities may specify that there are no Collateral Valuation Dates and that there will be no Collateral Calculation Agent in which case the Collateral Assets in a Collateral Pool will not be subject to adjustment as described above following their initial deposit in or delivery to the relevant Collateral Account.

**No collateralisation in respect of Secured Securities held by BNPP B.V. or any of its Affiliates**

There will be no collateralisation in respect of any Secured Securities beneficially owned by BNPP B.V. or any of its Affiliates. During the term of the relevant Secured Securities, where BNPP B.V. or any of its Affiliates is the beneficial owner of Secured Securities, it will not provide or hold any Collateral Assets in respect of such Secured Securities.

Following an Enforcement Event, BNPP B.V. or the Affiliate of BNPP B.V. that holds the Secured Securities will renounce and waive all rights (including as to payment) in respect of such Secured Securities and shall submit such Secured Securities for cancellation free of payment.

**Substitutions**

In the period between Collateral Valuation Dates, BNPP B.V. may withdraw Collateral Assets from any Collateral Account but only if it replaces them with alternative Collateral Assets which have at least the same marked to market value (as of the previous Collateral Valuation Date) as those being replaced (where MTM Collateralisation or Partial MTM Collateralisation is applicable) or, where Collateral Assets have been provided in an amount equal to the nominal value of the relevant Secured Securities, the same nominal amount as those being replaced (where Nominal Value Collateralisation or Partial Nominal Value Collateralisation is applicable and where there are no Collateral Valuation Dates).

**Enforcement**

Upon receipt of a notice from a Holder that an Event of Default has occurred (a "**Default Notification**"), BNPP B.V. may deliver a notice to the Collateral Agent and the relevant Holder stating that, in its reasonable belief, the relevant Event of Default has not occurred (such a notice, an "**Event Dispute Notice**"). If the Collateral Agent does not receive an Event Dispute Notice at or prior to the end of the Dispute Period, the Collateral Agent will deliver a notice to, among others, BNPP B.V. and the Collateral Custodian specifying that a Default Notification has been delivered, that no Event Dispute Notice has been received from BNPP B.V. within the Dispute Period with respect to such Default Notification and that, as a result, the Secured Securities are immediately due and payable (an "**Enforcement Notice**"). The Holders will receive a copy of such Enforcement Notice. Following delivery of an Enforcement Notice, the Collateral Agent will enforce the Security Agreement(s) in accordance with the terms thereof and will liquidate or realise the Collateral Assets in all the Collateral Pools, or appoint an agent to do so on its behalf, save where Physical Delivery of Collateral is specified as applicable to a series of Secured Securities, in which case the portion of the Collateral Assets held in respect of series of Secured Securities secured by the relevant Collateral Pool which are subject to Collateral Cash Settlement (if any) only will be liquidated. In accordance with the terms of the Secured Securities, the Collateral Agent will distribute the proceeds of such liquidation or realisation of a Collateral Pool to the Holders of the Secured Securities secured by such Collateral Pool where such Secured Securities are subject to Collateral Cash Settlement or, where Physical Delivery of Collateral is specified as applicable, arrange for delivery of the Collateral Assets in the relevant Collateral Pool or the portion of the Collateral Assets held in respect of series of Secured Securities which are subject to Physical Delivery of Collateral (where the Collateral Pool secures series of Secured Securities to which both Collateral Cash Settlement and Physical Delivery of Collateral applies) to the relevant Holders, in each case after payment of any costs and fees incurred in connection with the enforcement of the Security Agreement and, where applicable, after payment of any other amount which is payable in priority thereto in accordance with the applicable Priority of Payments set out in the applicable Final Terms or, as applicable, the applicable Collateral Security Conditions. The Collateral Assets in one Collateral Pool and the proceeds of enforcement from that Collateral Pool (if any) will not be available to satisfy amounts due in respect of any Secured Securities which are not secured by that Collateral Pool.

**Collateral Asset Linked Securities**

Where the relevant Secured Securities are Collateral Asset Linked Securities, the paragraphs entitled "Adjustments to Collateral Pool where the Collateral Assets are securities" and "Adjustments to Collateral Pool where the Collateral Asset is a cash deposit" above will not apply.

*Collateralisation*

In respect of the aggregate Notional Amount of any Secured Securities held by parties other than BNPP B.V. or any of its Affiliates (such Secured Securities, the "**Placed Secured Securities**") which are secured by the relevant Collateral Pool, Nominal Value Collateralisation will apply (the "**Nominal Value Collateralisation Element**").

In addition, BNPP B.V. will enter into an option with an affiliate of BNP Paribas to hedge its obligations to pay Scheduled Underlying Reference Linked Payments in respect of the Securities (the "**Option**"). The Issuer will hold in

the Collateral Account sufficient MTM Adjustable Assets (not including, for the avoidance of doubt, the Reference Collateral Assets that are held in the Collateral Account to collateralise the aggregate Notional Amount of the Placed Secured Securities) to collateralise the marked-to-market value of the portion of the Option that relates to the Placed Secured Securities (the "**MTM Collateralisation Element**").

In respect of (i) the aggregate Notional Amount of the Secured Securities that are held by BNPP B.V. or any of its Affiliates and (ii) the portion of the Option that relate to Securities held by BNPP B.V. or any of its Affiliates, BNPP B.V. will hold no Collateral Assets. Following an Enforcement Event, BNPP B.V. or the Affiliate of BNPP B.V. that holds the Secured Securities shall renounce and waive all rights (including as to payment) in respect of such Securities and shall submit such Secured Securities for cancellation free of payment.

In respect of the Nominal Value Collateralisation Element, BNPP B.V. will transfer into the relevant Collateral Account on the date specified in the Final Terms (the "**Initial Posting Date**") and hold in such account on any day thereafter, an aggregate nominal amount of the Reference Collateral Assets, at least equal to the aggregate Notional Amount of the Placed Secured Securities which are secured by the relevant Collateral Pool on such date. Where BNPP B.V. or any of its Affiliates acquires Secured Securities after the Initial Posting Date, BNPP B.V. will be entitled to withdraw an aggregate nominal amount of Reference Collateral Assets equal to the aggregate Notional Amount of the Secured Securities so acquired, provided that BNPP B.V. shall always hold in the Collateral Account an aggregate nominal amount of the Reference Collateral Assets at least equal to, at any time, the aggregate Notional Amount of the Placed Secured Securities.

In respect of the MTM Collateralisation Element, BNPP B.V. will transfer MTM Adjustable Assets to and from the Collateral Account (based on the valuation provided by the Collateral Calculation Agent in respect of the immediately preceding Collateral Valuation Date) so that it will hold in respect of the relevant Collateral Pool (excluding, for the avoidance of doubt, any Reference Collateral Assets that are held in the Collateral Account to collateralise the aggregate Notional Amount of the Placed Secured Securities) with an aggregate marked-to-market value (as determined by the Collateral Calculation Agent and which will take into account the relevant Haircut (if a Haircut is specified as applicable in the applicable Final Terms) at least equal to the Securities Value.

*Enforcement*

Following the occurrence of an Event of Default, a Holder, or the Distributor acting on the instructions of a Holder, may provide a Default Notification. If the Collateral Agent does not receive an Event Dispute Notice from BNPP B.V. at or prior to the end of the Dispute Period, it shall deliver an Enforcement Notice to each of BNPP B.V., the Principal Security Agent and the Collateral Custodian whereupon the Secured Securities shall become immediately due and payable at their Security Termination Amount (which will be equal to the marked to market value of the Option), and BNPP B.V. shall be obliged to deliver the Entitlement (which will consist of a pro rata share of the Reference Collateral Assets held by BNPP B.V. in respect of the relevant series of Collateral Asset Linked Securities) in respect of the Secured Securities on the relevant Collateral Delivery Date without further action or formalities and the Security Interest granted under the Pledge Agreement shall become enforceable (as set out in the Pledge Agreement).

*Collateral Asset Default or Collateral Default Event*

BNPP B.V. shall redeem the Secured Securities as soon as reasonably practicable after the occurrence of the Collateral Asset Default or Collateral Default Event, as the case may be, by (a) delivering the Reference Collateral Assets in the relevant Collateral Pool to the Holders of the Secured Securities secured by such Reference Collateral Assets and (b) payment to the Holders of Secured Securities of an amount in the Settlement Currency equal to the *pro rata* share applicable to each relevant Placed Secured Security of the marked to market value, on the Collateral Asset Default Determination Date, of the portion of the Option which relates to the Placed Secured Securities, as determined by the Calculation Agent.

**Acquisition of Collateral Assets**

BNPP B.V. may acquire the Collateral Assets in a number of ways including by entering into repurchase agreements or swap agreements or any other agreements with BNP Paribas Arbitrage S.N.C., BNP Paribas or any other Affiliate of the Issuer or such other entities as it deems appropriate from time to time.

*Swap Agreement*

In connection with one or more series of Secured Securities, BNPP B.V. may enter into a swap agreement with a counterparty which may be BNP Paribas Arbitrage S.N.C., BNP Paribas or any other Affiliate of BNPP B.V. or such other entities as it deems appropriate from time to time (the "**Swap Counterparty**") evidenced by a 1992 ISDA Master Agreement and Schedule or a 2002 ISDA Master Agreement and Schedule thereto together with the confirmation entered into by BNPP B.V. and the Swap Counterparty in respect of the relevant series of Secured Securities (a "**Swap Agreement**").

The purpose of the Swap Agreement is to allow BNPP B.V. to perform its scheduled obligations under the relevant Secured Securities. The Swap Agreement may provide that BNPP B.V. will pay to the Swap Counterparty the proceeds of issue of the Secured Securities which are to be secured by the Collateral Pool. Over the term of the relevant Secured Securities, upon scheduled settlement or redemption of the Secured Securities and, upon the early redemption or cancellation of the Secured Securities other than following an Event of Default, the Swap Counterparty will make payments or delivery of assets to BNPP B.V. which correspond to those which BNPP B.V. is scheduled to make under the relevant Secured Securities. The Swap Agreement may be supplemented by a credit support document (a "**Credit Support Document**").

*Credit Support Document*

Under the terms of the Credit Support Document, until the redemption or exercise of the relevant Secured Securities the Swap Counterparty shall deliver to BNPP B.V., the initial Collateral Assets in an amount determined by the relevant Securities Value of a series and from time to time, as applicable additional Collateral Assets on the basis of the Securities Value and Collateral Value. BNPP B.V. shall re-deliver Collateral Assets or assets equivalent thereto to the Swap Counterparty, if applicable, on the basis of the Securities Value and Collateral Value. The Credit Support Document may include provisions governing the calculation of the Securities Value and the Collateral Value in respect of the relevant Secured Securities. The Swap Counterparty may at its sole discretion substitute the Collateral Assets for other Eligible Collateral. BNPP B.V. may appoint one or more agents to perform custodial and administrative functions relating to its obligations under the Credit Support Document.

*Repurchase Agreement*

In connection with one or more series of Secured Securities, BNPP B.V. may enter into a repurchase agreement (a "**Repurchase Agreement**") with a counterparty which may be BNP Paribas Arbitrage S.N.C., BNP Paribas or any other Affiliate of BNPP B.V. (the "**Repo Counterparty**"). The Repurchase Agreement may be substantially in the form of a 2000 TBMA/ISMA Global Master Repurchase Agreement, a "*Convention Cadre FBF aux opérations de pensions livrées*", each as amended, supplemented or otherwise modified from time to time, or any other agreement having a similar effect. Pursuant to the Repurchase Agreement, BNPP B.V. may enter into a series of repurchase transactions (each a "**Transaction**") with the Repo Counterparty in respect of Collateral Assets. Under each such Transaction, the Repo Counterparty will be the seller of Collateral Assets and BNPP B.V. will be the buyer.

Under a Repurchase Agreement entered into in respect of a series of Secured Securities, on the initial purchase date and each subsequent purchase date BNPP B.V. will purchase from the Repo Counterparty Collateral Assets with a market value equal to the outstanding aggregate nominal value of the relevant Secured Securities (or part of such nominal value if Partial Nominal Value Collateralisation is applicable). On each repurchase date under such Repurchase Agreement, the Repo Counterparty will repurchase securities equivalent to the Collateral Assets sold by it in relation to such

Collateral Pool on the previous purchase date for a repurchase price at least equal to the purchase price for that Transaction.

*Margin maintenance*

The market value of the Collateral Assets which are the subject of the current Transaction under each Repurchase Agreement will be determined on each Collateral Valuation Date. The Repurchase Agreement will provide that the Repo Counterparty will transfer further Collateral Assets and, as applicable, BNPP B.V. shall re-deliver Collateral Assets to the Repo Counterparty on the basis of the applicable Securities Value and the Collateral Value. The Repo Counterparty may at its sole discretion substitute the Collateral Assets for other Eligible Collateral.

**FORM OF FINAL TERMS FOR NOTES**

**FINAL TERMS DATED [●]**

**[BNP Paribas Arbitrage Issuance B.V.**

*(incorporated in The Netherlands)*

*(as Issuer)]*

**[BNP Paribas**

*(incorporated in France)*

*(as Guarantor)]*

**[BNP Paribas Fortis Funding**

*(incorporated in Luxembourg)*

*(as Issuer)]*

**[BNP Paribas Fortis SA/NV**

*(incorporated in Belgium)*

*(as Guarantor)]*

**[BGL BNP Paribas**

*(incorporated in Luxembourg)*

*(as Issuer)]*

(Note, Warrant and Certificate Programme)

[insert title of Securities]

**[BNP Paribas Arbitrage S.N.C.**

*(as Manager)]*

Any person making or intending to make an offer of the Notes may only do so[:

(i) in those Non-exempt Offer Jurisdictions mentioned in Paragraph 76 of Part A below, provided such person is a Manager or an Authorised Offeror (as such term is defined in the Base Prospectus) and that the offer is made during the Offer Period specified in that paragraph and that any conditions relevant to the use of the Base Prospectus are complied with; or

(ii) otherwise][1] in circumstances in which no obligation arises for the Issuer**[**, the Guarantor**]** or any Manager 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.

**[**Neither**] [**None of**]** the Issuer **[**nor**]**, **[**the Guarantor or**]** any Manager has authorised, **[**n**]**or **[**do they**]** authorise**[**s**]**, the making of any offer of Notes in any other circumstances.

**[**Investors should note that if a supplement to or an updated version of the Base Prospectus referred to below is published at any time during the Offer Period (as defined below), such supplement or updated base prospectus as the case may be, will be published and made available in accordance with the arrangements applied to the original publication of these Final Terms. Any investors who have indicated acceptances of the Offer (as defined below) prior

[1] Include this wording where a non-exempt offer of Notes is anticipated.

to the date of publication of such supplement or updated version of the Base Prospectus, as the case may be (the "**Publication Date**"), have the right within two working days of the Publication Date to withdraw their acceptances][2].

[2] Include in respect of issues of Notes for which the offer period spans a supplement to the Base Prospectus or an update to the Base Prospectus.

## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth under the section**[**s**]** entitled "Terms and Conditions of the Notes" **[**and Annex 1 – Additional Terms and Conditions for Payouts, Annex 2 – Additional Terms and Conditions for Index Securities, Annex 3 – Additional Terms and Conditions for Share Securities, Annex 4 – Additional Terms and Conditions for ETI Securities, Annex 5 – Additional Terms and Conditions for Debt Securities, Annex 6 – Additional Terms and Conditions for Commodity Securities, Annex 7 – Additional Terms and Conditions for Inflation Index Securities, Annex 8 – Additional Terms and Conditions for Currency Securities, Annex 9 – Additional Terms and Conditions for Fund Securities, Annex 10 – Additional Terms and Conditions for Futures Securities, Annex 11 – Additional Terms and Conditions for Underlying Interest Rate Securities, Annex 12 – Additional Terms and Conditions for Credit Securities and Annex 13 – Additional Terms and Conditions for Secured Securities**]** in the Base Prospectus dated 9 June 2015 which received visa n° 15-262 from the *Autorité des marchés financiers* ("**AMF**") on 9 June 2015 and any Supplement(s) thereto approved and published on or before the date of these Final Terms (copies of which are available as described below), which together constitute a base prospectus for the purposes of the Directive 2003/71/EC (the "**Prospectus Directive**") (the "**Base Prospectus**"). 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. Full information on the Issuer**[**, the Guarantor**]** and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus and these Final Terms (in each case, together with any documents incorporated therein by reference) are available for viewing at, and copies may be obtained from, BNP Paribas Securities Services, Luxembourg Branch (in its capacity as Principal Paying Agent), 33, rue de Gasperich, Howald - Hesperange, L-2085 Luxembourg and (save in respect of the Final Terms) on the Issuer's website (www.invest.bnpparibas.com). The Base Prospectus **[**and these Final Terms**]** will also be available on the AMF website www.amf-france.org **[**and these Final Terms will be available for viewing on the website of [*insert name of the Regulated Market on which the Notes are admitted to trading*].] A copy of these Final Terms and the Base Prospectus will be sent free of charge by the Issuer to any investor requesting such documents. [A summary of the Securities (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 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 contemplated under a pre – 1 July 2012 Base Prospectus) take a different form to the final terms used for the original issue being tapped. The 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 under the section**[**s**]** entitled "Terms and Conditions of the Notes" **[**and Annex 1 – Additional Terms and Conditions for Payouts, Annex 2 – Additional Terms and Conditions for Index Securities, Annex 3 – Additional Terms and Conditions for Share Securities, Annex 4 – Additional Terms and Conditions for ETI Securities, Annex 5 – Additional Terms and Conditions for Debt Securities, Annex 6 – Additional Terms and Conditions for Commodity Securities, Annex 7 – Additional Terms and Conditions for Inflation Index Securities, Annex 8 – Additional Terms and Conditions for Currency Securities, Annex 9 – Additional Terms and Conditions for Fund Securities, Annex 10 – Additional Terms and Conditions for Futures Securities, Annex 11 – Additional Terms and Conditions for Underlying Interest Rate Securities, Annex 12 – Additional Terms and Conditions for Credit Securities and Annex 13 – Additional Terms and Conditions for Secured Securities**]** in the Base Prospectus dated **[***original date***]** **[**and the Supplement**[**s**]** to it dated **[●]]** which are incorporated by reference in the Base Prospectus dated [*current date*] 2015. 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 [*current date*] which received visa n° 15-262 from the *Autorité des marchés financiers* ("**AMF**") on 9 June 2015 and any Supplement(s) thereto approved and published on or before the date of these Final Terms (copies of which are available as described below), which together constitute 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**[**, the Guarantor**]** and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [A summary of the Securities (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 and these Final Terms are available for viewing at, and copies may be obtained from [the Principal Paying Agent] and will be available on the AMF website www.amf-france.org.**]**

*The following alternative language applies in respect of issues of Securities where the public offer period spans a supplement to the Base Prospectus or 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 9 June 2015[, [the][each] Supplement[s] to the Base Prospectus published and approved on or before the date of these Final Terms (copies of which are available as described below) and any other Supplement to the Base Prospectus which may have been published and approved before the issue of any additional amount of Securities (the "**Supplements**") (provided that to the extent any such Supplement (i) is published and approved after the date of these Final Terms and (ii) provide for any change to the Conditions of the Securities such changes shall have no effect with respect to the Conditions of the Securities to which these Final Terms relate)] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (the "**Prospectus Directive**") (the "**Base Prospectus**"). [The Base Prospectus has been passported into Italy in compliance with Article 18 of the Prospectus Directive.][3] This document constitutes the Final Terms of the Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus. Full information on [BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas]/[BNP Paribas Fortis Funding]/[BGL BNP Paribas] (the "**Issuer**") [[BNP Paribas]/[BNP Paribas Fortis SA/NV] (the "**Guarantor**")] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [A summary of the Securities (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 [and any Supplement(s) to the Base Prospectus] [and these Final Terms][4] [is/are] available for viewing at [address] [and] [website] and copies may be obtained free of charge at the specified offices of the Security Agents.]] The Base Prospectus, [these Final Terms [and the Supplement[s] to the Base Prospectus] will also be available on the AMF website www.amf-france.org] **[***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. However, such numbering may change where individual paragraphs or sub-paragraphs are removed.***]**

**[***When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.***]**

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| **1.** | [(i)] | Issuer: | **[**BNP Paribas Arbitrage Issuance B.V.**]/[**BNP Paribas Fortis Funding**]/[**BGL BNP Paribas**]** |
| | [(ii) | **[**Guarantor: | **[**BNP Paribas**]** (*only if BNPP B.V. acts as Issuer)*<br><br>**[**BNP Paribas Fortis SA/NV**]** (*only if BP2F acts as Issuer)***]** |

[3] Include for public offers in Italy.

[4] Include in respect of issues of Securities that are listed.

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| **2.** | Trade Date: | | **[***specify***] [**Not Applicable**]** |
| **3.** | (i) | Series Number: | **[●]** |
| | (ii) | Tranche Number: | **[●]**<br><br>(*If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible*) |
| **4.** | (i) | Specified Currency: | **[●]** |
| | (ii) | Settlement Currency | [●] |
| | | Specified Exchange Rate: | [*specify set exchange rate*]/[Not Applicable]<br><br>(N.B. 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*]] |
| | | 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*] |
| **5.** | Aggregate Nominal Amount: | | |
| | (i) | Series: | **[●]** |
| | (ii) | Tranche: | **[●]** |
| **6.** | Issue Price of Tranche: | | **[●]** per cent. of the Aggregate Nominal Amount **[**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 in its sole discretion to be appropriate] and acting in good faith and in a commercially reasonable manner]/[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 in its sole discretion to be appropriate] and acting in good faith and in a commercially reasonable manner]

**7.** Minimum Trading Size: **[***specify***]**

**8.** (i) Specified Denominations: **[●] [●]**

(*N.B. Following the entry into force of the 2010 PD Amending Directive on 31 December 2010, Notes to be admitted to trading on a regulated market within the European Economic Area with a maturity date which will fall after the implementation date of the 2010 PD Amending Directive in the relevant European Economic Area Member State (which is due to be no later than 1 July 2012) must have a minimum denomination of €100,000 (or equivalent) in order to benefit from Transparency Directive exemptions in respect of wholesale securities. Similarly, Notes issued after the implementation of the 2010 PD Amending Directive in a Member State must have a minimum*

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| | | | *denomination of €100,000 (or equivalent) in order to benefit from the wholesale exemption set out in Article 3.2(d) of the Prospectus Directive in that Member State.)*<br><br>(*Note – where multiple denominations above* **[***€100,000***]** *or equivalent are being used the following sample wording should be followed:*<br><br>*"***[***€100,000***]** *and integral multiples of* **[***€1,000***]** *in excess thereof up to and including* **[***€199,000***]**. *No Notes in definitive form will be issued with a denomination above* **[***€199,000***].***"*) |
| | (ii) | Calculation Amount (Applicable to Notes in definitive form): | (*If only one Specified Denomination, insert the Specified Denomination.*<br><br>*If more than one denomination, insert the highest common factor.*<br><br>*Note: There must be a common factor in the case of two or more Specified Denominations.*) |
| **9.** | (i) | [Issue Date [and Interest Commencement Date]:] | **[●]** |
| | (ii) | **[**Interest Commencement Date (if different from the Issue Date):**]** | **[●]** |
| **10.** | Maturity Date: | | **[***Specify date***]** **[**or if that is not a Business Day the immediately **[**succeeding/preceding**]** Business Day **[**unless it would thereby fall into the next calendar month, in which event it will be brought forward to the immediately preceding Business Day**]** **[**(the "**Scheduled Maturity Date**")] |
| **11.** | Form of Notes: | | **[**Bearer/Registered/Italian Dematerialised Notes**]** |
| **12.** | Interest Basis: | | **[[●]** per cent. Fixed Rate**][[**LIBOR/EURIBOR**]** +/- **[●]** per cent. Floating Rate**][**Fixed Rate and Floating Rate**][**Zero Coupon**][**Index Linked Interest**][**Share Linked Interest**][**Inflation Linked Interest**][**Commodity Linked Interest**][**Fund Linked Interest**][**ETI Linked Interest**][**Currency Linked Interest**][**Hybrid Linked Interest][Underlying Interest Rate Linked Interest][and Dual Currency Interest] [*If the Notes are Dual Currency Interest Notes, another Interest Basis must always be specified.*]<br><br>**[**Debt Linked Interest**]** (further particulars specified below)<br><br>[Non-interest bearing] |

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| **13.** | Coupon Switch: | [Applicable/Not applicable]<br><br>[If applicable:<br><br>[Coupon Switch Election: Applicable]/[Automatic Coupon Switch: Applicable [*insert relevant provisions from Conditions*]] |
| | Pre-Switch Coupon: | [*specify Interest Basis*] – [Fixed Rate]/[Floating Rate]/[Linked Interest: [SPS Fixed Coupon]/[SPS Variable Amount Coupon]/[Digital Coupon]/[Snowball Digital Coupon]/[Accrual Digital Coupon]/[Stellar Coupon]/[Cappuccino Coupon]/[Ratchet Coupon]/[Driver Coupon]/[Nova Coupon]/[Sum Coupon]/[Option Max Coupon]/[FX Vanilla Coupon]/[FX Digital Coupon]/[FX Range Accrual Coupon]/[FX Memory Coupon]/[FI Digital Coupon]/[Range Accrual Coupon]/[Combination Floater]/[PRDC Coupon]/[FI Digital Floor Coupon]/[FI Digital Cap Coupon]/[FI Target Coupon]] (see items [*specify*] below) |
| | Post-Switch Coupon: | [*specify Interest Basis*] – [Fixed Rate]/[Floating Rate]/[Linked Interest: [SPS Fixed Coupon]/[SPS Variable Amount Coupon]/[Digital Coupon]/[Snowball Digital Coupon]/[Accrual Digital Coupon]/[Stellar Coupon]/[Cappuccino Coupon]/[Ratchet Coupon]/[Driver Coupon]/[Nova Coupon]/[Sum Coupon]/[Option Max Coupon]/[FX Vanilla Coupon]/[FX Digital Coupon]/[FX Range Accrual Coupon]/[FX Memory Coupon]/[FI Digital Coupon]/[Range Accrual Coupon]/[Combination Floater]/[PRDC Coupon]/[FI Digital Floor Coupon]/[FI Digital Cap Coupon]/[FI Target Coupon]] [*Insert relevant provisions, replicating relevant prompts from items 28-43, as applicable, below*] |
| | Additional Switch Coupon: | [Applicable/Not applicable][*If applicable*:<br><br>[*specify*] [Calculation Amount × [●]%]] |
| | Coupon Switch Date(s): | [*specify*] |
| **14.** | Redemption/Payment Basis: | **[**Redemption at par**]**[[*specify*] per cent. of nominal amount]**[**Index Linked Redemption**][**Share Linked Redemption**][**Inflation Linked Redemption**][**Commodity Linked Redemption**][**Fund Linked Redemption**][**Credit Linked Redemption**][**ETI Linked Redemption**][**Foreign Exchange (FX) Rate Linked Redemption**][**Hybrid Redemption**][**Underlying Interest Rate Linked Redemption**][**Debt Linked Redemption**][**Partly Paid**][**Instalment**][and Dual Currency Redemption][*If the Notes are Dual Currency Redemption Notes, another* |

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| | | *Redemption/Payment Basis must always be specified.*] |
| | | Payout Switch: [Applicable/Not applicable] |
| | | [Payout Switch Election: [Applicable/Not Applicable]] |
| | | [*If applicable insert relevant provisions from Conditions*] |
| **15.** | Put/Call Options: | **[**Noteholder Put Option**][**Issuer Call Option**][**Not applicable**]** |
| | | **[**(further particulars specified below)**]** |
| **16.** | Exchange Rate: | [*insert rate of exchange and details of how and when such rate is to be ascertained*]/[Not applicable] |
| **17.** | Strike Date: | [*specify*]/[Not applicable]/[see item [●] above/below] |
| | | [Currency Convention: [As per Conditions]/[Modified Following Currency Convention]/[Preceding Currency Convention]] (*N.B. Only applicable to Currency Securities*) |
| **18.** | Strike Price: | [*specify*] / [see item [●] above] / [Not applicable] |
| **19.** | Averaging: | Averaging [applies/does not apply] to the Securities. [The Averaging Dates are [*specify*].] (*Not applicable to Inflation Index Securities*) |
| | | [In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] (as defined in Condition 12) will apply.] *(N.B. Not applicable to Index Securities relating to a Custom Index or Commodity Securities*) |
| | | [Currency Convention: [As per Conditions]/[Modified Following Currency Convention]/[Preceding Currency Convention]] (*N.B. only applicable to Currency Securities*) |
| | | [In the event that an Averaging Date is a Disrupted Day, the provisions of Annex 2 will apply] (*N.B. Only applicable to Index Securities relating to a Custom Index*) |
| **20.** | Observation Dates: | [specify]/[Not applicable] |
| | | [Currency Convention: [As per Conditions]/[Modified Following Currency Convention]/[Preceding Currency Convention]] (*N.B. only applicable to Currency Securities*) |
| | | [In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] (*N.B. Not applicable to Index Securities relating to a Custom Index or Commodity Securities*) |
| | | [In the event that an Observation Date is a Disrupted Day, |

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| | | the provisions of Annex 2 will apply] (*N.B. Only applicable to Index Securities relating to a Custom Index*)<br><br>[Observation Day Disruption Consequences are not applicable.] |
| **21.** | Observation Period: | [*specify*]/[Not applicable] (*Not applicable to Inflation Index Securities*) |
| **22.** | Additional Disruption Events: | [Applicable/Not applicable]/[[Change in Law/Hedging Disruption] does not apply to the Securities] |
| **23.** | Optional Additional Disruption Events: | [Not applicable]/[The following Optional Additional Disruption Events apply to the Securities:<br>(*Specify each of the following which applies. N.B. Optional Additional Disruption Events are applicable to certain Index Securities, Share Securities, ETI Securities and Commodity Securities. Careful consideration should be given to whether Optional Additional Disruption Events would apply for Debt Securities, Currency Securities and Fund Securities.*)<br>[Increased Cost of Hedging]<br>[Increased Cost of Stock Borrow]<br>[Insolvency Filing]<br>(*N.B. Only applicable in the case of Share Securities*)<br>[Cancellation Event]<br>(*N.B. Only applicable in the case of Debt Securities*)<br>[Loss of Stock Borrow]<br>[[Stop-Loss Event]<br>[Stop-Loss Event Percentage: [5] per cent.]]<br>[Currency Event]<br>[Force Majeure Event]<br>[Jurisdiction Event]<br>[The Maximum Stock Loan Rate in respect of [*specify in relation to each relevant Share/Security*] is [●].<br>(*N.B. Only applicable if Loss of Stock Borrow is applicable*)]<br>[The Initial Stock Loan rate in respect of [*specify in relation to each relevant Share/Security*] is [●].<br>(*N.B. Only applicable if Increased Cost of Stock Borrow is applicable*)]<br><br>Delayed Redemption on Occurrence of an Additional Disruption Event and/or Optional Additional Disruption Event: [Applicable/Not applicable]<br><br>[if applicable:<br><br>Principal Protected Termination Amount: [Applicable/Not applicable]]] |

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| **24.** | Knock-in Event[5]: | | [Applicable/Not applicable]<br><br>[If applicable:<br><br>[*specify*]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"]]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | SPS Knock-in Valuation: | [Applicable/Not applicable]<br><br>[*If applicable insert relevant provisions from Conditions*]<br><br>[*If SPS Knock-in Valuation is not applicable and the Securities are Currency Securities, specify if FX Knock-in Valuation is applicable*].<br><br>[*If FX Knock-in Valuation is applicable, insert relevant provisions from Conditions*]<br><br>[FX Coupon Performance: [Applicable/Not applicable]]<br><br>[Performance Value: [Applicable/Not applicable]] |
| | (ii) | Level: | [Official level]/Official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level]] [Not applicable] |
| | (iii) | Knock-in Level/Knock-in Range Level: | [*specify*][FX Knock-in Level]<br><br>[*If FX Knock-in Level is specified, insert relevant provisions from Conditions*] |
| | (iv) | Knock-in Period Beginning Date: | [*specify*] |
| | (v) | Knock-in Period Beginning Date Day Convention: | [Applicable/Not applicable] |
| | (vi) | Knock-in Determination Period: | [*specify*]/[See definition in Condition 10.7] |
| | (vii) | Knock-in Determination Day(s): | [*specify*]/[Each [Scheduled Trading Day/Scheduled Custom Index Business Day/ Commodity Business Day/Fund Business Day/Business Day] in the Knock-in Determination Period] |
| | (viii) | Knock-in Period Ending Date: | [*specify*] |
| | (ix) | Knock-in Period Ending Date Day Convention: | [Applicable/Not applicable] |

[5] Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities and Futures Securities.

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| | (x) | Knock-in Valuation Time: | [*specify*/See definition in Condition 10.7]/[Valuation Time]/[Any time on a Knock-in Determination Day]/Not applicable] |
| | (xi) | Knock-in Observation Price Source: | [*specify*] |
| | (xii) | Disruption Consequences: | [*Applicable/Not applicable*] |
| **25.** | Knock-out Event[6]: | | [Applicable/Not applicable]<br><br>[If applicable:<br><br>[*specify*]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | SPS Knock-out Valuation: | [Applicable/Not applicable]<br><br>[*If applicable insert relevant provisions from Conditions*]<br><br>[*If SPS Knock-out Valuation is not applicable and the Securities are Currency Securities, specify if FX Knock-out Valuation is applicable*]<br><br>[*If FX Knock-out Valuation is applicable, insert relevant provisions from Conditions*]<br><br>[FX Coupon Performance: [Applicable/Not applicable]]<br><br>[Performance Value: [Applicable/Not applicable]] |
| | (ii) | Level: | [Official level]/[Official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level] [Not applicable] |
| | (iii) | Knock-out Level /Knock-out Range Level: | [*specify*][FX Knock-out Level]<br><br>[*If FX Knock-out Level is specified, insert relevant provisions from Conditions*] |
| | (iv) | Knock-out Period Beginning Date: | [*specify*] |
| | (v) | Knock-out Period Beginning Date Day Convention: | [Applicable/Not applicable] |
| | (vi) | Knock-out Determination Period: | [*specify*]/[See definition in Condition 10.7] |
| | (vii) | Knock-out Determination Day(s): | [*specify*]/[Each [Scheduled Trading Day/Scheduled Custom Index Business Day/Commodity Business Day/Fund |

[6] Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities and Futures Securities.

| | | | |
|---|---|---|---|
| | | | Business Day/Business Day] in the Knock-out Determination Period] |
| | (viii) | Knock-out Period Ending Date: | [*specify*] |
| | (ix) | Knock-out Period Ending Date Day Convention: | [Not Applicable/Applicable] |
| | (x) | Knock-out Valuation Time: | [*specify*]/[See definition in Condition 10.7] [Any time on a Knock-out Determination Day]/[Valuation Time]/[Not applicable] |
| | (xi) | Knock-out Observation Price Source: | [*specify*] |
| | (xii) | Disruption Consequences: | [*Applicable/Not applicable*] |
| **26.** | Tax Gross-up: | | **[**Condition 6.4 (*No Gross-up*) applicable**]/[**Condition 6.4 (*No Gross-up*) not applicable**]** |
| **27.** | Method of distribution: | | **[**Syndicated/Non-syndicated**]** |

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

| | | | |
|---|---|---|---|
| **28.** | Interest: | | [Applicable/Not Applicable]<br><br>*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*<br><br>(*If the Notes are Fixed Rate and Floating Rate Notes, complete prompts (i) to (xiii) accordingly*) |
| | (i) | Interest Period(s): | **[***specify***]** |
| | (ii) | Interest Period End Date(s): | **[***specify***]** |
| | (iii) | Business Day Convention for Interest Period End Date(s): | **[**Following / Modified Following / Preceding / FRN / None / Not applicable**]** |
| | (iv) | Interest Payment Date(s): | **[***specify***]** |
| | (v) | Business Day Convention for Interest Payment Date(s): | **[**Following / Modified Following / Preceding / FRN / None / Not applicable**]**<br><br>(*If a Business Day Convention is specified for Interest Period End Date(s), unless Interest Payment Date(s) is (are) expressed to be a number of Business Days after the relevant Interest Period End Final Date, Interest Payment Date(s) must be subject to the same Business Day Convention*) |
| | (vi) | Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): | **[***specify***]** |

| | | |
|---|---|---|
| (vii) | Margin(s): | **[**[+/-][*specify*] per cent. per annum / Not applicable**]** |
| (viii) | Minimum Interest Rate: | **[**[*specify*] per cent. per annum / Not applicable**]** |
| (ix) | Maximum Interest Rate: | **[**[*specify*] per cent. per annum / Not applicable**]** |
| (x) | Day Count Fraction: | **[***specify***]** / **[**unadjusted**]** |
| (xi) | Determination Dates: | **[***specify***]** in each year [*insert regular payment dates, ignoring issue date or redemption date in the case of a long or short first or last coupon*.] *(NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA))* |
| (xii) | Accrual to Redemption: | **[**Applicable/Not applicable**]**<br><br>[If Accrual to Redemption is Not Applicable:<br><br>Accrual to Preceding IPED: [Applicable/Not Applicable][*insert in the case of Credit Securities where Accrual to Redemption is Not Applicable*]] |
| (xiii) | Rate of Interest: | **[**Fixed Rate**]**<br><br>**[**Floating Rate**]**<br><br>**[**Linked Interest**]** |
| (xiv) | Coupon Rate: (*Include one or more of the following if applicable*) | [SPS Fixed Coupon<br>[*Insert formula and other related provisions from Payout Conditions.*]]<br><br>[SPS Variable Amount Coupon<br>[*Insert formula and other related provisions from Payout Conditions.*]]<br><br>[Digital Coupon applicable:<br>[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]<br><br>[Snowball Digital Coupon applicable:<br>[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]<br><br>[Accrual Digital Coupon applicable:<br>[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]<br><br>[Stellar Coupon applicable:<br>[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]<br><br>[Cappuccino Coupon applicable:<br>[*Insert formula, relevant value(s) and other related* |

*provisions from Payout Conditions.*]]

[Ratchet Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Driver Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Nova Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Sum Coupon applicable:
[*Insert formula and other related provisions from Payout Conditions.*]]

[Option Max Coupon applicable:
[*Insert formula and other related provisions from Payout Conditions.*]]

[FX Vanilla Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FI Digital Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*] (*If FI Digital Coupon is applicable, distinguish in "Rate" below, between the Rate which is FI Rate A and the Rate which is FI Rate B*)]

[FX Digital Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Range Accrual Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FX Range Accrual Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FX Memory Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Combination Floater applicable:
[*Insert formula and other related provisions from Payout Conditions.*]]

[PRDC Coupon applicable:

[*Insert formula and other related provisions from Payout Conditions.*]]

[FI Digital Floor Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[FI Digital Cap Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[FI Target Coupon applicable:
[*Insert formula and other related provisions from Payout Conditions*]]

[Rate: [[●] per cent. [per annum]

(*if more than one fixed rate is to be determined, specify each such rate*)

[Floating Rate - [Screen Rate Determination/ISDA Determination/FBF Determination]

(*If more than one floating rate is to be determined, repeat sub-paragraphs of 31 and 32, as applicable, for each such rate*)]

[Vanilla Call Rate
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[Vanilla Call Spread Rate
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

**29.** Fixed Rate Provisions: **[**Applicable/Not applicable**]**
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(*Specify if more than one fixed rate is to be determined*)

(i) Fixed Rate**[**(s)**]** of Interest: **[●]** per cent. **[**per annum**]**

(ii) Fixed Coupon Amount(s): **[[●]** per Calculation Amount**]** / **[**Not applicable**]**

(iii) Broken Amount(s): **[**Applicable / Not applicable**]**

**30.** Floating Rate Provisions: **[**Applicable/Not applicable**]**

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(*Specify if more than one floating rates is to be determined*)

(i) Manner in which the Rate of Interest **[**Screen Rate Determination/ISDA Determination/FBF

| | | |
|---|---|---|
| | and Interest Amount is to be determined: | Determination**]** |
| | (ii) Linear Interpolation: | [Not applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period)]* |
| **31.** | Screen Rate Determination: | **[**Applicable/Not applicable**]**<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | – Reference Rate: | [LIBOR/EURIBOR**]** (*The Reference Rate must be LIBOR or EURIBOR*) |
| | – Interest Determination Date(s): | **[●]**<br><br>(*Second London business day prior to the start of each Interest Period if LIBOR and second TARGET2 day prior to the start of each Interest Period if EURIBOR*) |
| | – Specified Time: | **[●]** (*which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR*) |
| | – Relevant Screen Page: | **[●]**<br><br>(*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate*) |
| **32.** | ISDA Determination: | **[**Applicable/Not applicable**]**<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | – Floating Rate Option: | **[●]** |
| | – Designated Maturity: | **[●]** |
| | – Reset Date: | **[●]** |
| **33.** | FBF Determination: | **[**Applicable/Not applicable**]**<br><br>[If applicable:<br><br>[*specify relevant terms*]] |
| **34.** | Zero Coupon Provisions: | **[**Applicable/Not applicable**]**<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) Accrual Yield: | **[●]** per cent. per annum |
| | (ii) Reference Price: | **[●]** |

| | | | |
|---|---|---|---|
| **35.** | Index Linked Interest Provisions: | | **[**Applicable/Not applicable**]** |
| | | | (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Index/Basket of Indices: | **[●]**<br><br>[The [●] Index is a **[**Component Security**]**/**[**Multi-Exchange**]** Index.**]**[7]<br><br>**[**The [●] Index is a Custom Index.**]**[8]<br><br>[The [●] Index is a Connected Third Party Index.][9] |
| | (ii) | Index Currency: | **[***specify***]** |
| | (iii) | Screen Page: | **[●]** |
| | (iv) | Interest Valuation Date(s): | **[***specify***]** |
| | (v) | Specified Maximum Days of Disruption: | **[**As per Conditions**]**/**[***specify***]** Scheduled Trading Days**]** |
| | (vi) | Exchange Business Day: | **[**(All Indices Basis)/(Per Index Basis)/(Single Index Basis)**]** (*standard election is All Indices Basis*) |
| | (vii) | Scheduled Trading Day: | **[**(All Indices Basis)/(Per Index Basis)/(Single Index Basis)**]**<br><br>(*must match election made for Exchange Business Day*) |
| | (viii) | Exchange(s) and Index Sponsor: | (a) the relevant Exchange**[**s**]** **[**is/are**]** **[●]**; and<br><br>(b) the relevant Index Sponsor is **[●]**. |
| | (ix) | Related Exchange: | **[***specify***]**/**[**All Exchanges**]** |
| | (x) | Settlement Price: | [Official opening level]/[Official closing level][price at the Valuation Time] |
| | (xi) | Weighting: | **[**Not applicable/The weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is **[●]**. Each such Weighting shall be subject to adjustment in the case of Index Linked Notes**]**/**[***specify***]**. (*N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Indices*)**]** |
| | (xii) | Valuation Time: | **[**Scheduled Closing Time/Any time **[**on the relevant Settlement Price Date/during the Observation Period.**]** **[[●]**, being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.**]** (*N.B. if no time is* |

7 Specify each Component Security Index and/or Multi-Exchange Index (if any).
8 Specify each Custom Index (if any).
9 Specify each Connected Third Party Index (if any).

| | | |
|---|---|---|
| | | *specified, the Interest Valuation Time will be the Scheduled Closing Time*) |
| (xiii) | Index Correction Period: | **[**As per Conditions/*specify***]** |
| (xiv) | Delayed Redemption on the Occurrence of Index Adjustment Event: | **[**Applicable/Not applicable**]**<br><br>**[**if applicable:<br><br>Principal Protected Termination Amount: **[**Applicable/Not applicable**]]** |
| (xv) | Additional provisions applicable to Custom Indices: | **[**Applicable/Not applicable**]**<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (a) Custom Index Business Day: | **[**(All Custom Indices Basis)/(Per Custom Index Basis)(Single Custom Index Basis)**]** |
| | (b) Scheduled Custom Index Business Day: | **[**(All Custom Indices Basis)/(Per Custom Index Basis)/(Single Custom Index Basis)**]**<br><br>(Must match election made for Custom Index Business Day) |
| | (c) Valuation Time: | **[**As per the Conditions**]/[[●]**, being the time specified on the Valuation Date or an Averaging Date or Observation Date as the case may be, for the calculation of the Settlement Price.**]** (*N.B. if no time is specified, the Interest Valuation Time will be the Scheduled Closing Time)* |
| | (d) Custom Index Correction Period: | **[**As per Conditions**]/[***specify***]** |
| | (e) Custom Index Disruption Event: | **[[**Specified Maximum Days of Disruption will be equal to: **[●]]/[**As per Conditions**]]**<br><br>(*If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty*) |
| | (f) Delayed Redemption on Occurrence of Custom Index Adjustment Event: | **[**Applicable with a rate of **[●]** per cent. per annum/Not applicable**]** |
| (xvi) | Additional provisions applicable to Futures Price Valuation: | [Applicable/Not applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (a) Exchange-traded Contract: | [*specify*]/[*If the Index Securities are Rolling Futures Contract Securities*: Index Security Condition 9.2 applies] |

| | | | |
|---|---|---|---|
| | (b) | Delivery or expiry month: | [*specify*]/[Not applicable]<br><br>(*Not applicable in the case of Index Securities that are Rolling Futures Contract Securities*) |
| | (c) | Period of Exchange-traded Contracts: | [*specify*]/[Not applicable]<br><br>(*Only applicable in case of Index Securities that are Futures Rollover Securities*) |
| | (d) | Futures or Options Exchange: | [*specify*] |
| | (e) | Rolling Futures Contract Securities: | [Yes/No] |
| | (f) | Futures Rollover [Date/Period]: | [Not applicable]/[*specify*] |
| **36.** | Share Linked Interest Provisions | | **[**Applicable/Not applicable**]**<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Share(s)/Share Company/Basket of Shares/GDR/ADR: | **[●]**<br><br>[GDR/ADR applicable]<br><br>**[**Insert GDR/ADR**]**[10] |
| | (ii) | Relative Performance Basket: | **[**Not applicable/*specify***]** |
| | (iii) | Share Currency: | **[***specify***]** |
| | (iv) | ISIN of Share(s): | **[***specify***]** |
| | (v) | Screen Page/Exchange Code: | **[***specify***]** |
| | (vi) | Interest Valuation Date(s): | **[***specify***]** |
| | (vii) | Exchange Business Day: | **[**(All Shares Basis)/(Per Share Basis)/(Single Share Basis)**]**<br>(*standard election is All Shares Basis*) |
| | (viii) | Scheduled Trading Day: | **[**(All Shares Basis)/(Per Share Basis)/(Single Share Basis)**]**<br><br>(*must match election made for Exchange Business Day*) |
| | (ix) | Exchange(s): | The relevant Exchange**[**s**]** **[**is/are**]** **[●]**. |
| | (x) | Related Exchange(s): | **[***specify*/All Exchanges**]** |
| | (xi) | Settlement Price: | [Official closing price]/[Italian Securities Reference Price]/[level at the Valuation Time]] |

[10] Specify each GDR or ADR (if any). In the case of Share Linked Notes relating to a GDR/ADR, complete Share Linked Final Terms as applicable for GDR/ADR reference asset(s).

| | | |
|---|---|---|
| (xii) | Weighting: | **[**Not applicable/The weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is **[●]**. Each such Weighting shall be subject to adjustment in the case of Share Linked Notes**]/[***specify***]**. (*N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Shares*)**]** |
| (xiii) | Valuation Time: | **[**Scheduled Closing Time/Any time **[**on the relevant Settlement Price Date/during the Observation Period.**] [**The Valuation Time is **[●]**, being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.**]** (*N.B. If no time is specified, the Interest Valuation Time will be the Scheduled Closing Time*) |
| (xiv) | Share Correction Period: | **[**As per Conditions/*specify***]** |
| (xv) | Market Disruption: | Specified Maximum Days of Disruption will be equal to **[●]/[**eight**]**:<br><br>(*If no Specified Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to eight*) |
| (xvi) | Tender Offer: | **[**Applicable/Not applicable**]** |
| (xvii) | Listing Change: | **[**Applicable/Not applicable**]** |
| (xviii) | Listing Suspension: | **[**Applicable/Not applicable**]** |
| (xix) | Illiquidity: | **[**Applicable/Not applicable**]** |
| (xx) | Delayed Redemption on the Occurrence of an Extraordinary Event: | **[**Applicable/Not applicable**]**<br><br>**[**if applicable:<br><br>Principal Protected Termination Amount: **[**Applicable/Not applicable**]]** |
| **37.** | Inflation Linked Interest Provisions: | **[**Applicable/Not applicable**]**<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) *(If more than one Inflation Rate is to be determined, repeat items (i) to (ix) 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)* |
| (i) | Index: | **[●]**<br><br>**[**Composite/non Composite**]** |

| | | | |
|---|---|---|---|
| | (ii) | Screen Page/Exchange Code: | **[●]** |
| | (iii) | Cut-Off Date: | **[●]**/**[**Not applicable**]** |
| | (iv) | Related Bond: | **[●]**/Fall Back Bond |
| | (v) | Issuer of Related Bond: | **[●]**/**[**Not applicable**]** |
| | (vi) | Fall Back Bond: | **[**Applicable/Not applicable**]** |
| | (vii) | Index Sponsor: | **[●]** |
| | (viii) | Related Bond Redemption Event: | **[**Applicable/Not applicable**]** |
| | (ix) | Interest Valuation Date: | **[●]** |
| **38.** | Commodity Linked Interest Provisions: | | **[**Applicable/Not applicable**]** |
| | | | (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Commodity/Commodities/Commodity Index/ Commodity Indices: | **[●]** |
| | | | **[**The Sponsor**[**s**]** of the Commodity Index/Indices is/are **[●]]** |
| | (ii) | Pricing Date(s): | **[●]** |
| | (iii) | Initial Pricing Date: | **[***specify***]** |
| | (iv) | Final Pricing Date: | **[***specify***]** |
| | (v) | Commodity Reference Price: | **[●]** |
| | | | The Price Source is/are **[●]** |
| | (vi) | Delivery Date: | **[●] / [**Not Applicable**]** |
| | (vii) | Nearby Month: | **[●]/ [**Not Applicable**]** |
| | (viii) | Specified Price: | **[***specify***]** |
| | (ix) | Exchange(s): | The relevant Exchange**[**s**]** **[**is/are**]** **[●] / [**Not Applicable**]**. |
| | (x) | Specified Maximum Days of Disruption: | **[●]**/**[**As per Conditions**]** |
| | | | (*If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five) (applicable only to Price Source Disruption or Trading Disruption*) |
| | (xi) | Disruption Fallback(s): | **[**As per Commodity Security Condition1**]**/**[**Not applicable**]** |
| | (xii) | Weighting: | The Weighting to be applied to each item comprising the |

| | | | |
|---|---|---|---|
| | | | Commodity Basket is **[●]** |
| | (xiii) | Rolling Futures Contract Securities: | [Yes/No]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | | (a) Futures Rollover [Date/Period]: | [Not applicable]/[*specify*] |
| **39.** | Fund Linked Interest Provisions: | | **[**Applicable/Not applicable**]** |
| | (i) | Fund/Fund Basket: | **[●]**<br><br>**[**The **[●]** Fund is a Mutual Fund**]**<br><br>**[**The **[●]** Fund is a Hedge Fund**]**<br><br>**[**The **[●]** Fund is a Private Equity Fund**]** |
| | (ii) | Fund Shares: | **[●]** |
| | (iii) | Fund Documents: | **[**As per the Conditions**][●]** |
| | (iv) | Fund Business Day: | **[**All Fund Share Basis**]**/**[**Per Fund Share Basis**]**/**[**Single Fund Share Basis**]** |
| | (v) | Fund Service Provider: | **[**As per Conditions**]/[●]** |
| | (vi) | Calculation Date(s): | **[**As per Conditions**]/[●]** |
| | (vii) | Initial Calculation Date: | **[**As per Conditions**]**/**[●]** |
| | (viii) | Final Calculation Date: | **[●]** |
| | (ix) | Hedging Date: | **[●]** |
| | (x) | NAV Trigger Percentage: | **[**As per Conditions**]/[●]** |
| | (xi) | NAV Trigger Period: | **[**As per Conditions**]/[●]** |
| | (xii) | Number of NAV Publication Days: | **[**As per Conditions**]/[●]** |
| | (xiii) | AUM Level: | **[**As per Conditions**]**/**[***specify***]** |
| | (xiv) | Basket Trigger Level: | **[●]/[**As per Conditions**]** |
| | (xv) | Interest Valuation Date: | **[●]** |
| | (xvi) | Termination Amounts: | **[**Principal Protected Termination Amount**]/[**Non-Principal Protected Termination Amount**]**/**[***specify***]**/**[**Not applicable**]** |
| | (xvii) | Simple Interest Spread: | **[**As per Conditions**]**/**[***specify***]** |
| | (xviii) | Termination Date: | **[●]** |
| | (xix) | Weighting: | The Weighting to be applied to each Fund Share |

| | | | |
|---|---|---|---|
| | | | comprising the Fund Basket is **[●]** |
| | (xx) | Protected Amount | **[***specify***]** per Specified Denomination |
| | (xxi) | Delayed Redemption on Occurrence of an Extraordinary Fund Event: | **[**Applicable/Not applicable**]** |
| | (xxii) | Delayed Payment Cut-Off Date: | **[**As per Conditions**]/[***specify***]** |
| **40.** | ETI Linked Interest Provisions: | | **[**Applicable/Not applicable**]**<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | ETI/ETI Basket: | **[●]** |
| | (ii) | ETI Interest(s): | **[***Insert type of ETI Interest(s)***]** |
| | (iii) | ETI Related Party: | **[**As per Conditions**]/[***specify***]** |
| | (iv) | Exchange(s): | **[**The relevant Exchange**[**s**]** **[**is/are**]** **[●]/[**Not applicable**]** |
| | (v) | Related Exchange: | **[***specify***]/[**All Exchanges**]/[**Not applicable**]** |
| | (vi) | Exchange Business Day: | **[**All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis**]** |
| | (vii) | Scheduled Trading Day: | **[**All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis**]** |
| | (viii) | Calculation Date(s): | **[**As per Conditions**]/[***specify***]** |
| | (ix) | Initial Calculation Date: | **[**As per Conditions**]/[***specify***]** |
| | (x) | Final Calculation Date: | **[***specify***]** |
| | (xi) | Hedging Date: | **[***specify***]** |
| | (xii) | Investment/AUM Level: | **[**As per Conditions**][***specify***]** |
| | (xiii) | Value per ETI Interest Trading Price Barrier: | **[**As per Conditions**]/[***specify***]** |
| | (xiv) | Number of Value Publication Days: | **[●** calendar days**]** **[●** Business Days (as defined in Condition 3.13)**]**<br><br>[Additional Financial Centre: **[***specify***]**]<br><br>*(N.B. Only applicable if Number of Value Publication Days is calculated by reference to Business Days)* |
| | (xv) | NAV Trigger Percentage: | **[**As per Conditions**]/[***specify***]** |
| | (xvi) | NAV Trigger Period: | **[**As per Conditions**]/[***specify***]** |
| | (xvii) | Basket Trigger Level: | **[**As per Conditions**]/[***specify***]** |

| | | | |
|---|---|---|---|
| | (xviii) | Settlement Price: | **[**Official closing price**]/[**NAV per ETI Interest**]** |
| | (xix) | Valuation Time: | **[***specify***]** |
| | (xx) | Interest Valuation Time: | **[***specify***]** |
| | (xxi) | Interest Valuation Date: | **[***specify***]** |
| | (xxii) | Additional Extraordinary ETI Event(s): | **[***specify***]** |
| | (xxiii) | Maximum Stock Loan Rate: | **[**Maximum Stock Loan Rate in respect of [*specify in relation to each relevant ETI Interest*] is **[●].]** |
| | (xxiv) | ETI Interest Correction Period: | **[***specify***]** |
| | (xxv) | Termination Amount: | **[**Principal Protected Termination Amount**]/[**Non-Principal Protected Termination Amount**]/[***specify***]** |
| | (xxvi) | Simple Interest Spread: | **[**As per Conditions**]/[***specify***]** |
| | (xxvii) | Termination Date: | **[***specify***]** |
| | (xxviii) | Market Disruption: | Specified Maximum Days of Disruption will be equal to **[●][**eight (8)**]** Scheduled Trading Days |
| | (xxix) | Weighting: | The Weighting to be applied to each ETI Interest comprising the ETI Basket to ascertain the Settlement Price is **[●]**. Each such Weighting shall be subject to adjustment in the case of ETI Linked Notes] [*specify*] (*N.B. Only applicable in relation to Cash Settled Notes relating to an ETI Basket*) |
| | (xxx) | ETI Documents: | **[**As per Conditions**]/[***specify***]** |
| | (xxxi) | Protected Amount | **[**Not Applicable**]/[***specify***]** per Specified Denomination |
| | (xxxii) | Delayed Redemption on the Occurrence of an Extraordinary ETI Event: | **[**Applicable/Not applicable**]** |
| **41.** | Foreign Exchange (FX) Rate Linked Interest Provisions: | | **[**Applicable/Not applicable**]**<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | The relevant base currency (the "**Base Currency**") is: | **[***specify***]** |
| | (ii) | The relevant subject **[**currency/currencies**]** (**[**each a**]/[**the**]** "**Subject Currency**") **[**is/are**]**: | **[***specify***]** |
| | (iii) | Weighting: | **[***specify***]** |

| | | | |
|---|---|---|---|
| | (iv) | Price Source: | **[***specify***]** |
| | (v) | Disruption Event: | Specified Maximum Days of Disruption will be equal to **[●]**/**[**five**]**<br><br>*(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)* |
| | (vi) | Delayed Redemption on Occurrence of a Disruption Event: | **[**Applicable/Not applicable**]**<br><br>**[**if applicable:<br><br>Principal Protected Termination Amount: **[**Applicable/Not applicable**]]** |
| | (vii) | Relevant Screen Page: | **[***specify***]** |
| | (viii) | Valuation Time: | **[***specify***]** |
| | (ix) | Interest Valuation Date: | **[●]**<br><br>[Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] |
| **42.** | Underlying Interest Rate Linked Interest Provisions: | | [Applicable/Not applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)<br><br>(*If applicable, identify each Underlying Interest Rate$_{(i)}$ which is a Multiple Underlying Component Rate*) |
| | (i) | Underlying Interest Determination Date(s): | **[***specify***]**<br><br>(*If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate$_1$:"*) |
| | (ii) | Manner in which the Underlying Interest Rate is to be determined: | [Screen Rate Determination/ISDA Determination] |
| | (iii) | Screen Rate Determination: | |
| | | • Underlying Reference Rate: | [*specify*]<br><br>*(Either LIBOR, EURIBOR or other)* |
| | | • Specified Time: | [*specify*]<br><br>*(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)* |

| | | | |
|---|---|---|---|
| | | • Relevant Screen Page: | [*specify*]<br><br>(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) |
| | (iv) | ISDA Determination: | |
| | | • Floating Rate Option: | [*specify*] |
| | | • Designated Maturity: | [*specify*] |
| | | • Reset Date: | [*specify*] |
| | (v) | Underlying Margin(s): | [+/-][●] per cent. per annum |
| | (vi) | Minimum Underlying Reference Rate: | [●] per cent. per annum |
| | (vii) | Maximum Underlying Reference Rate: | [●] per cent. per annum<br><br>(*If more than one [Underlying Interest Rate] is to be determined, include the following language:* "Underlying Interest Rate$_2$:" *and repeat items (ii) to (vii).*<br><br>*Repeat for each Underlying Interest Rate.)* |
| **43.** | Debt Securities: | | [Applicable/Not applicable] |
| | (a) | Debt Instruments: | [*specify*]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| | (b) | Nominal Amount: | [The relevant nominal amount is [●] and the Relevant Screen Page is [●].][Not applicable]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| | (c) | Exchange Business Day Centre(s): | [*specify*] |
| | (d) | Valuation Time: | [*specify*] |
| | (e) | Interest Valuation Date: | [*specify*] |
| | (f) | Specified Maximum Days of Disruption: | [As defined in Condition 12]/[[*specify*] Scheduled Trading Days.]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| | (g) | Delayed Redemption on Occurrence of Debt Instrument Redemption Event: | [Applicable/Not applicable]<br><br>[*If applicable:*<br><br>Principal Protected Termination Amount: [Applicable/Not applicable]]<br><br>(*Not applicable if Futures Price Valuation applicable*) |

| | | | |
|---|---|---|---|
| (h) | Debt Instrument Issuer: | | [ ]/[Not applicable]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| (i) | Debt Instrument Correction Period: | | [As per the Conditions]/[ ]/[Not applicable]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| (j) | Weighting: | | [Not applicable/The weighting to be applied to each item comprising the Basket of Debt Instruments to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment.] |
| (k) | Additional provisions applicable to Futures Price Valuation: | | [Applicable/Not applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Exchange-traded Contract: | [*Specify*]/[*If the Debt Securities are Rolling Futures Contract Securities*: Debt Security Condition 7 applies] |
| | (ii) | Synthetic Debt Instrument: | [*include description of the key terms of the synthetic debt instrument*] |
| | (iii) | Delivery or expiry month: | [*Specify*]/[Not applicable]<br><br>(*Not applicable in the case of Debt Securities that are Rolling Futures Contract Securities*) |
| | (iv) | Period of Exchange-traded Contracts: | [*Specify*]/[Not applicable]<br><br>(*Only applicable in the case of Debt Securities that are Rolling Futures Contract Securities*) |
| | (v) | Futures or Options Exchange: | [*Specify*] |
| | (vi) | Rolling Futures Contract Securities: | [Yes/No] |
| | (vii) | Futures Rollover [Date/Period]: | [Not applicable]/[*Specify*] |
| | (viii) | Delayed Redemption on Non-Commencement or Discontinuance of an Exchange-traded Contract: | [Applicable/Not applicable]<br><br>[*If applicable:*<br><br>Principal Protected Termination Amount: [Applicable/Not applicable]] |
| | (ix) | Daily Settlement Price Correction Period: | [As per the Conditions][*Specify*] |

**44.** Additional Business Centre(s) (Condition 3.13): [●]

**PROVISIONS RELATING TO REDEMPTION**

**45.** Final Redemption Amount: [Calculation Amount x [●] per cent]/[Final Payout][As per the Credit Security Conditions and paragraph 56 (Credit Linked Notes) below]

**46.** Final Payout: [Not Applicable]

[SPS Payouts

[**SPS Fixed Percentage Securities**
[*Insert formula and other related provisions from Payout Conditions.*]]

**[SPS Reverse Convertible Securities**

[SPS Reverse Convertible Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[SPS Reverse Convertible Standard Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

**[SPS Vanilla Products**

[Vanilla Call Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Call Spread Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Put Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Put Spread Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Digital Securities:
[*Insert formula and other related provisions from Payout Conditions.*]]

[[Knock-in / Knock-out] Vanilla Call Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[**Asianing Products**

[Asian Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Asian Spread Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Himalaya Securities:
[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]

[**Auto-Callable Products**

[Autocall Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Autocall Standard Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Autocall One Touch Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[**Indexation Products**

[Certi Plus: Booster Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Bonus Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Leveraged Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Twin Win Securities:
*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Super Sprinter Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Generic Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Generic Knock-in Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Generic Knock-out Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Ratchet Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Sum Securities:
[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]

[Option Max Securities:
[*Insert formula and related provisions from Payout Conditions.*]]

[Stellar Securities:
[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]

[Driver Securities:
[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]

[Maximum Final Payout: [●]/Not applicable]

[Minimum Final Payout: [●]/Not applicable]

FI Payouts

[FI FX Vanilla Securities:
[*Insert formula and related provisions from Payout Conditions.*]]

[FI Digital Floor Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FI Digital Cap Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FI Digital Plus Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FI Inflation Securities:
[*Insert formula and related provisions from Payout Conditions.*]]

**47.** Automatic Early Redemption[11]: [Applicable/Not applicable]

(i) Automatic Early Redemption Event: [Target Automatic Early Redemption] [FI Underlying Automatic Early Redemption] [FI Coupon Automatic Early Redemption] [Standard Automatic Early Redemption [– Automatic Early Redemption Event 1]: "greater

[11] Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities, Futures Securities and, in the case of FI Underlying Automatic Early Redemption, Currency Securities and Underlying Interest Rate Securities.

| | | |
|---|---|---|
| | | than"/"greater than or equal to"/"less than"/"less than or equal to"] [Standard Automatic Early Redemption – Automatic Early Redemption Event 2 Applicable: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"]<br><br>[Automatic Early Redemption Event 1 [and]/[or] Automatic Early Redemption Event 2] |
| (ii) | Automatic Early Redemption Valuation Time: | [*specify*] |
| (iii) | Automatic Early Redemption Payout: | [SPS Automatic Early Redemption Payout:<br>[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]<br><br>[Target Automatic Early Redemption:<br>[*Insert relevant provisions from Conditions.*]]<br><br>[FI Underlying Automatic Early Redemption:<br>[*Insert relevant provisions from Conditions.*]]<br><br>Accrual to Automatic Early Redemption: [Applicable/Not applicable]<br>[*Insert relevant provisions from Conditions.*]<br><br>[FI Coupon Automatic Early Redemption:<br>[*Insert relevant provisions from Conditions.*]] |
| (iv) | Automatic Early Redemption Date(s): | [*specify*] |
| (v) | [(A)] Automatic Early Redemption Level [1]: | [*specify*] |
| | [(B) Automatic Early Redemption Level 2: | [*specify*]] |
| (vi) | Automatic Early Redemption Percentage: | [[●] per cent.]/[Not applicable] |
| (vii) | AER Rate: | [*Insert relevant provisions from Conditions]*/[Not applicable] |
| (viii) | AER Exit Rate: | [Not applicable]<br><br>[AER Rate<br>[*Insert relevant provisions from Conditions*]]<br><br>[AER Athena up Rate<br>[*Insert formula, relevant value(s) and related provisions from Payout Conditions*]]<br><br>[AER CSN Rate<br>[*Insert relevant provisions from Conditions*]] |

| | | | |
|---|---|---|---|
| | (ix) | Automatic Early Redemption Valuation Date(s)/Period(s): | [*specify*]<br><br>[AER 1 Redemption Valuation [Date(s)/Period(s)]:<br><br>[*specify*]<br><br>[AER 2 Redemption Valuation [Date(s)/Period(s)]:<br><br>[*specify*]<br><br>[*For Fixed Income payouts, consider whether this is the interest determination date (i.e. 2 business days prior to the Automatic Early Redemption Date)*] |
| | (x) | Observation Price Source: | [*specify*]/[Not applicable] |
| | (xi) | Underlying Reference Level [1]: | [Official level]/[Official close]/[last price]/[Bid price]/[Asked price]/Standard Underlying Reference Level]/[Not applicable] |
| | (xii) | Underlying Reference Level 2: | [Standard Underlying Reference Level]/[Not applicable] |
| | (xiii) | SPS AER Valuation: | [Not applicable]/[Applicable:<br><br>SPS AER Value 1:<br><br>[*Insert relevant value(s) and related provisions from Payout Conditions*]<br><br>[SPS AER Value 2:<br><br>[*Insert relevant value(s) and related provisions from Payout Conditions*]] |
| | (xiv) | AER Event 1 Underlying(s): | [See item [●] below]/[Not applicable] |
| | (xv) | AER Event 2 Underlying(s): | [See item [●] below]/[Not applicable] |
| | (xvi) | AER Event 1 Basket: | [Applicable]/[Not applicable] |
| | (xvii) | AER Event 2 Basket: | [Applicable]/[Not applicable] |
| **48.** | Issuer Call Option: | | **[**Applicable/Not applicable**]**<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Optional Redemption Date(s): | **[●]** |
| | (ii) | Optional Redemption Valuation Date(s): | **[●]** |
| | (iii) | Optional Redemption Amount(s): | [Calculation Amount x [●] per cent.]<br><br>[SPS Call Payout |

[*Insert formula, relevant value(s) and related provisions from Payout Conditions*]]

(iv) If redeemable in part:

(a) Minimum Redemption Amount: **[●]**

(b) Higher Redemption Amount: **[●]**

(v) Minimum Notice Period: **[●]**

(vi) Maximum Notice Period: **[●]** (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.*)

**49.** Noteholder Put Option: **[**Applicable/Not applicable**]**
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Optional Redemption Date(s): **[●]**

(ii) Optional Redemption Valuation Date(s): **[●]**

(iii) Optional Redemption Amount(s): [Calculation Amount x [●] per cent.]

[SPS Put Payout:

[*Insert formula, relevant value(s) and related provisions from Payout Conditions*]]

(iv) Minimum Notice Period: **[●]**

(v) Maximum Notice Period: **[●]** (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.*)

**50.** Aggregation: **[**Applicable/Not applicable**]**

**51.** Index Linked Redemption Amount: **[**Applicable/Not applicable**]**
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Index/Basket of Indices: **[●]**

| | | |
|---|---|---|
| | | [The [●] Index is a **[**Component Security**]/[**Multi-Exchange**]** Index.**]**[12] |
| | | **[**The [●] Index is a Custom Index**]**[13] |
| | | [The [●] Index is a Connected Third Party Index.][14] |
| (ii) | Index Currency: | **[***specify***]** |
| (iii) | Screen Page: | **[***specify***]** |
| (iv) | Redemption Valuation Date: | **[●]** |
| (v) | Exchange Business Day: | **[**(All Indices Basis)/(Per Index Basis)/(Single Index Basis)**]**<br>(*standard election is All Indices Basis*) |
| (vi) | Scheduled Trading Day: | **[**(All Indices Basis)/(Per Index Basis)/(Single Index Basis)**]**<br>(*must match election made for Exchange Business Day*) |
| (vii) | Exchange(s) and Index Sponsor: | **(A)** the relevant Exchange**[**s**]** **[**is/are**]** **[●]**; and<br>**(B)** the relevant Index Sponsor is **[●]**. |
| (viii) | Related Exchange: | **[***specify*/All Exchanges**]** |
| (ix) | Settlement Price: | [Official opening level]/[Official closing level]/[level at the Valuation Time] |
| (x) | Weighting: | **[**Not applicable/The Weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of Index Linked Notes**]/[***specify***]**. (*N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Indices*)**]** |
| (xi) | Valuation Time: | [Scheduled Closing Time]/[Any time [on the relevant Settlement Price Date /during the Observation Period.] [[●], being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.**]** (*N.B. If no time specified, the Valuation Time will be the Scheduled Closing Time) (N.B. Only applicable to Indices other than Custom Indices)*<br>**[**As per the Conditions]/[●] being the time specified on the Valuation Date or an Averaging Date or Observation Date as the case may be, for the calculation of the Settlement Price.**]** (*N.B. If no time specified, the Valuation Time will be as per the Conditions) (N.B. Only applicable to Custom* |

[12] Specify each Component Security Index and/or Multi-Exchange Index (if any).
[13] Specify each Custom Index (if any).
[14] Specify each Connected Third Party Index (if any).

| | | |
|---|---|---|
| | | *Indices*) |
| (xii) | Index Correction Period: | **[**As per Conditions/**[***specify***]]** |
| (xiii) | Specified Maximum Days of Disruption: | [As per Conditions]/[Specified Maximum Days of Disruption will be equal to **[***specify***]** Scheduled Trading Days]:<br><br>(*Unless otherwise stated, Specified Maximum Days of Disruption will be equal to eight as per the Conditions*) |
| (xiv) | Delayed Redemption on the Occurrence of Index Adjustment Event: | **[**Applicable/Not Applicable**]**<br><br>**[***if applicable*:<br><br>Principal Protected Termination Amount: **[**Applicable/Not applicable**]]** |
| (xv) | Additional provisions applicable to Custom Indices: | **[**Applicable/Not Applicable**]**<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (a) Custom Index Business Day: | **[**(All Custom Indices Basis)/(Per Custom Index Basis)(Single Custom Index Basis)**]** |
| | (b) Scheduled Custom Index Business Day: | **[**(All Custom Indices Basis)/(Per Custom Index Basis)/(Single Custom Index Basis)**]**<br><br>(Must match election made for Custom Index Business Day) |
| | (c) Custom Index Correction Period: | **[**As per Conditions**]/[***specify***]** |
| | (d) Custom Index Disruption Event: | [**[**Specified Maximum Days of Disruption will be equal to: **[●]**]/**[**As per Conditions**]]**<br><br>(*If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty*) |
| | (e) Delayed Redemption on the Occurrence of Custom Index Adjustment Event: | **[**Applicable with a rate of [●] per cent. per annum /Not applicable**]** |
| (xvi) | Additional provisions applicable to Futures Price Valuation: | [Applicable/Not applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (a) Exchange-traded Contract: | [*specify*]/[*If the Index Securities are Rolling Futures Contract Securities*: Index Security Condition 9.2 applies] |
| | (b) Delivery or expiry month: | [*specify*]/[Not applicable] |

(*Not applicable in the case of Index Securities that are Rolling Futures Contract Securities*)

(c) Period of Exchange-traded Contracts: [*specify*]/[Not applicable]

(*Only applicable in case of Index Securities that are Futures Rollover Securities*)

(d) Futures or Options Exchange: [*specify*]

(e) Rolling Futures Contract Securities: [Yes/No]

(f) Futures Rollover [Date/Period]: [Not applicable]/[*specify*]

**52.** Share Linked Redemption Amount**:** **[**Applicable/Not applicable**]**

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Share(s)/Share Company/Basket Company/GDR/ADR: **[●]**

[GDR/ADR applicable]

**[**Insert GDR/ADR**]**[15]

(ii) Relative Performance Basket: **[**Not applicable/*specify***]**

(iii) Share Currency: **[***specify***]**

(iv) ISIN of Share(s): **[***specify***]**

(v) Screen Page/Exchange Code: **[***specify***]**

(vi) Redemption Valuation Date: **[●]**

(vii) Exchange Business Day: **[**(All Shares Basis)/(Per Share Basis)/(Single Share Basis)**]**

(*standard election is All Shares Basis*)

(viii) Scheduled Trading Day: **[**(All Shares Basis)/(Per Share Basis)/(Single Share Basis)**]**

(*must match election made for Exchange Business Day*)

(ix) Exchange(s): The relevant Exchange**[**s**]** **[**is/are**]** **[●]**.

(x) Related Exchange(s): **[***specify*/All Exchanges**]**

(xi) Settlement Price: [Official closing price]/[Italian Securities Reference Price]/[price at the Valuation Time]

(xii) Weighting: [Not applicable/The Weighting to be applied to each item

[15] Specify each GDR or ADR (if any). In the case of Share Linked Notes relating to a GDR/ADR, complete Share Linked Final Terms as applicable for GDR/ADR reference asset(s).

| | | | |
|---|---|---|---|
| | | | comprising the Basket of Shares to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of Share Linked Notes**]/[***specify***]**. (*N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Shares*) |
| | (xiii) | Valuation Time: | **[**Scheduled Closing Time/Any time [on the relevant Settlement Price Date] /[during the Observation Period].**]** **[**The Valuation Time is **[●]**, being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.**]** (*N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time*). |
| | (xiv) | Share Correction Period: | **[**As per Conditions/*specify***]** |
| | (xv) | Market Disruption: | Specified Maximum Days of Disruption will be equal to **[●]/[**eight**]**<br><br>(*If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight*) |
| | (xvi) | **[**Tender Offer: | **[**Applicable/Not applicable**]]** |
| | (xvii) | Delayed Redemption on the Occurrence of an Extraordinary Event: | **[**Applicable/Not applicable**]**<br><br>**[**if applicable:<br><br>Principal Protected Termination Amount: **[**Applicable/Not applicable**]]** |
| | (xviii) | Listing Change: | **[**Applicable/Not applicable**]** |
| | (xix) | Listing Suspension: | **[**Applicable/Not applicable**]** |
| | (xx) | Illiquidity: | **[**Applicable/Not applicable**]** |
| **53.** | Inflation Linked Redemption Amount: | | **[**Applicable/Not applicable**]** |
| | (i) | Index/Indices: | **[●]**<br><br>**[**Composite/non Composite**]** |
| | (ii) | Cut-Off Date: | **[●]/[**Not applicable**]** |
| | (iii) | Related Bond: | **[●]**/Fall Back Bond |
| | (iv) | Issuer of Related Bond: | **[●]/[**Not applicable**]** |
| | (v) | Fall Back Bond: | **[**Applicable/Not applicable**]** |
| | (vi) | Index Sponsor: | **[●]** |
| | (vii) | Related Bond Redemption Event: | **[**Applicable/Not applicable**]** |

| | | | |
|---|---|---|---|
| | (viii) | Valuation Date: | **[●]** |
| **54.** | Commodity Linked Redemption Amount: | | **[**Applicable/Not applicable**]** |
| | | | (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Commodity/Commodities/Commodity Index/Commodity Indices: | **[●]**<br>**[**The Sponsor**[**s**]** of the Commodity Index/Indices is/are **[●]]** |
| | (ii) | Pricing Date(s): | **[●]** |
| | (iii) | Initial Pricing Date: | **[***specify***]** |
| | (iv) | Final Pricing Date: | **[***specify***]** |
| | (v) | Commodity Reference Price: | **[●]**<br>The Price Source is/are: **[●]** |
| | (vi) | Delivery Date: | **[●] / [**Not Applicable**]** |
| | (vii) | Nearby Month: | **[●] / [**Not Applicable**]** |
| | (viii) | Specified Price: | **[***specify***]** |
| | (ix) | Exchange(s): | the relevant Exchange**[**s**] [**is/are**] [●]** / **[**Not Applicable**]** |
| | (x) | Specified Maximum Days of Disruption: | **[●]/[**five**]**<br>(*If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)* |
| | (xi) | Disruption Fallback(s): | **[**As per Commodity Security Condition 1**]**/Not applicable**]** |
| | (xii) | Weighting: | The Weighting to be applied to each item comprising the Commodity Basket is **[●]** |
| | (xiii) | Rolling Futures Contract Securities: | [Yes/No]<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | | (a) Futures Rollover [Date/Period]: | [Not applicable]/[*specify*] |
| **55.** | Fund Linked Redemption Amount: | | **[**Applicable/Not applicable**]** |
| | (i) | Fund/Fund Basket: | **[●]**<br>**[**The **[●]** Fund is a Mutual Fund**]**<br>**[**The **[●]** Fund is a Hedge Fund**]** |

| | | | |
|---|---|---|---|
| | | | **[**The **[●]** Fund is a Private Equity Fund**]** |
| | (ii) | Fund Share(s): | **[●]** |
| | (iii) | Fund Documents: | **[**As per Conditions**]/[●]** |
| | (iv) | Fund Business Day: | **[**All Fund Share Basis**]/[**Per Fund Share Basis**]/[**Single Fund Share Basis**]** |
| | (v) | Fund Service Provider: | **[**As per Conditions**]/[●]** |
| | (vi) | Calculation Date(s): | **[**As per Conditions**]/[●]** |
| | (vii) | Initial Calculation Date: | **[●]/[**Not applicable**]** |
| | (viii) | Final Calculation Date: | **[●]/[**Not applicable**]** |
| | (ix) | Redemption Valuation Date: | **[***specify***]** |
| | (x) | Hedging Date: | **[●]/[**Not applicable**]** |
| | (xi) | AUM Level | **[***specify***]/[**Not applicable**]** |
| | (xii) | NAV Trigger Percentage: | **[**As per Conditions**]/[●]** |
| | (xiii) | NAV Trigger Period: | **[●]** |
| | (xiv) | Number of NAV Publication Days: | **[●]** |
| | (xv) | Basket Trigger Level: | **[●]/[**As per Conditions**]** |
| | (xvi) | Termination Amounts: | **[**Principal Protected Termination Amount**]/[**Non-Principal Protected Termination Amount**]/[***specify***]** |
| | (xvii) | Simple Interest Spread: | **[***specify***]/[**As per Conditions**]** |
| | (xviii) | Termination Date: | **[***specify***]** |
| | (xix) | Weighting: | The Weighting to be applied to each Fund Share comprises the Fund Basket is **[●]** |
| | (xx) | Protected Amount: | **[***specify***]** |
| | (xxi) | Delayed Redemption on the Occurrence of an Extraordinary Fund Event: | **[**Applicable/Not applicable**]** |
| | (xxii) | [Delayed Payment Cut-Off Date: | **[***specify***]]** |
| **56.** | Credit Linked Notes: | | **[**Applicable/Not applicable**]** |
| | (i) | Type of Credit Linked Notes | **[**Single Reference Entity CLN**]** |
| | | | **[**Nth-to-Default CLN |
| | | | N: **[●]** |

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| | | Substitution: **[**Not Applicable**] [**Applicable**]]**<br><br>**[**Linear Basket CLN**]**<br><br>[Untranched Credit Notes]<br><br>[Tranched Credit Notes]<br><br>[Combination Credit Notes: Applicable/Not Applicable]<br><br>[Tranched Interest Reference Portfolio: Applicable/Not Applicable<br><br>Untranched Interest Reference Portfolio: Applicable/Not Applicable<br><br>Tranched Principal Reference Portfolio: Applicable/Not Applicable<br><br>Untranched Principal Reference Portfolio: Applicable/Not Applicable]<br><br>**[**Other**]** |
| Substitution: | | **[**Not Applicable**] [** Applicable**]** |
| Zero Recovery: | | [Applicable/Not Applicable]<br><br>[*Or insert the following if Combination Credit Notes applies*]<br><br>[In respect of [Tranched] [Untranched] Interest Reference Portfolio: Applicable/Not Applicable]<br><br>In respect of [Tranched] [Untranched] Principal Reference Portfolio: Applicable/Not Applicable] |
| 2014 Definitions: | | [Applicable/Not Applicable] |
| 2003 Definitions (as supplemented by July 2009 Supplement): | | [Applicable/Not Applicable] |
| (ii) | Transaction Type: | **[●]** [As specified in the [[Annex (*Annex for Credit Securities*)] [●] to the Final Terms] [Relevant Annex in respect of the relevant Reference Portfolio]] |
| (iii) | Maturity Date | **[●]** |
| (iv) | Calculation Agent responsible for making calculation and determinations pursuant to Annex 12 – Additional Terms and Conditions for Credit Securities): | **[●]** |
| (v) | Reference Entity(ies): | **[●]** [As specified in the [[Annex (*Annex for Credit* |

| | | |
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| | | *Securities*)] [●] to the Final Terms] [Relevant Annex in respect of the relevant Reference Portfolio]] |
| (vi) | Reference Entity Notional Amount | [●][as per the Credit Security Conditions] [As specified in the [[Annex (*Annex for Credit Securities*)] [●] to the Final Terms] [Relevant Annex in respect of the relevant Reference Portfolio]] |
| (vii) | Reference Obligation(s): | |
| The obligation identified as follows: | | [Applicable/Not Applicable/[●] [As specified in the [[Annex (*Annex for Credit Securities*)] [●] to the Final Terms] [Relevant Annex in respect of the relevant Reference Portfolio]] |
| Primary Obligor: | | **[●]** |
| Guarantor: | | **[●]** |
| Maturity: | | **[●]** |
| Coupon: | | **[●]** |
| CUSIP/ISIN: | | **[●]** |
| Original Issue Amount: | | **[●]** |
| | | [The obligation specified as the Reference Obligation above shall be the Original Non-Standard Reference Obligation notwithstanding that such obligation is not an obligation of the Reference Entity, and notwithstanding any contrary provision of the definition of "Original Non-Standard Reference Obligation" (and, for the avoidance of doubt, paragraph (a) of the definition thereof applies).] [*Delete if not applicable or if Reference Obligation above is an obligation of the Reference Entity*] |
| Standard Reference Obligation: | | [Applicable/Not Applicable/[●]/[As specified in the [[Annex (*Annex for Credit Securities*)] [●] to the Final Terms] [Relevant Annex in respect of the relevant Reference Portfolio]] |
| (viii) | Settlement Method: | **[**Auction Settlement**]** **[**Cash Settlement**]** **[**Physical Settlement**]** |
| | | [Unwind Costs: [Not Applicable] [●]] [*Delete if Unwind Costs are applicable*] |
| (ix) | Fallback Settlement Method | **[**Cash Settlement**]** **[**Physical Settlement**]** |
| (x) | Settlement Deferral: | **[**Applicable**]** **[**Not Applicable**]** |
| (xi) | Settlement Currency | **[●]** |

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| (xii) | Merger Event: | **[**Credit Security Condition 2(c) **[**Applicable/Not Applicable**]]**<br><br>(*If Applicable*):<br><br>**[**Merger Event Redemption Date: **[●]]** |
| (xiii) | LPN Reference Entities | **[**Applicable**/**Not Applicable/[●]/[As specified in the [[Annex (*Annex for Credit Securities*)] [●] to the Final Terms] [Relevant Annex in respect of the relevant Reference Portfolio]]**]** |
| (xiv) | Terms relating to Cash Settlement: | **[**As per the Credit Security Conditions**] [**Not Applicable**] [***Specify variations or additions to Credit Linked Conditions***]** |
| (xv) | Terms relating to Physical Settlement | **[**As per the Credit Security Conditions**] [**Not Applicable**] [**Specify variations or additions to Credit Linked Conditions**]** |
| (xvi) | Accrual of Interest upon Credit Event: | **[**As per Credit Security Condition 3(a)(a)(i)] [As per Credit Security Condition 3(a)(a)(ii)] [As per Credit Security Condition 3(a)(b)]<br><br>[*OR if Part B of Credit Security Conditions applies:*<br><br>[Part B of Credit Security Conditions: As per Part B Credit Security Condition [3(a)(i)] / [3(a)(ii)]] |
| (xvii) | Interest: | |
| (xviii) | Additional Credit Linked Security Disruption Events: | **[**The following Additional Credit Linked Security Disruption Events apply to the Notes:**] [**Not Applicable**]**<br><br>*(Specify each of the following which applies.)*<br><br>**[**Change in Law**]**<br><br>**[**Hedging Disruption**]**<br><br>**[**Increased Cost of Hedging**]** |
| (xix) | Additional Provisions: | **[●]**<br><br>[Change in Standard Terms and Market Conventions: [Not Applicable]] [*Delete if Change in Standard Terms and Market Conventions applies*]]<br><br>[In respect of [*specify relevant Reference Entity*], [Include Accrued Interest] [Exclude Accrued Interest] applicable]<br><br>[In respect of [*specify relevant Reference Entity*], Trigger Percentage: [●] [As per the Credit Security Conditions]] [*Delete if CoCo Supplement is not applicable*] |

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| (xx) | Part B of Credit Security Conditions: | **[**Applicable**] [**Not Applicable**]**<br><br>**[***If applicable:*<br><br>Cash Settlement Date / Credit Event Valuation Period End Date /Extended Valuation Period / Grace Period/ Hedge Counterparty / Payment Requirement:<br><br>[As per the Credit Security Conditions] [*Specify any variations or additions to the Credit Security Conditions*] |
| (xxi) | Credit Event Backstop Date | [The date that is 60 calendar days prior to the Trade Date] [Issue Date] [Other] |
| (xxii) | Calculation and Settlement Suspension: | [Applicable] [Not Applicable] |
| (xxiii) | Seniority Level: | [Senior Level] [Subordinated Level] [●] |
| (xxiv) | Additional terms relating to Tranched Credit Securities/Untranched Credit Securities/Combination Credit Securities: | [Applicable/Not Applicable]<br><br>[In respect of Reference Portfolio:<br><br>Relevant Annex: [●]<br><br>Index Sponsor: [●]<br><br>Attachment Point: [●]<br><br>Exhaustion Point: [●]<br><br>Any other terms or provisions: [●]]<br><br>[In respect of Tranched Interest Reference Portfolio:<br><br>Relevant Annex: [●]<br><br>Index Sponsor: [●]<br><br>Attachment Point: [●]<br><br>Exhaustion Point: [●]<br><br>Any other terms or provisions: [●]]<br><br>[In respect of Tranched Principal Reference Portfolio:<br><br>Relevant Annex: [●]<br><br>Index Sponsor: [●]<br><br>Attachment Point: [●]<br><br>Exhaustion Point: [●]<br><br>Any other terms or provisions: [●]] |

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| | | | [In respect of Untranched Interest Reference Portfolio:<br><br>Relevant Annex: [●]<br><br>Index Sponsor: [●]<br><br>Any other terms or provisions: [●]]<br><br>[In respect of Untranched Principal Reference Portfolio:<br><br>Relevant Annex: [●]<br><br>Index Sponsor: [●]<br><br>Any other terms or provisions: [●]] |
| **57.** | ETI Linked Redemption Amount: | | **[**Applicable/Not applicable**]**<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | ETI/ETI Basket: | **[●]** |
| | (ii) | ETI Interest(s): | **[***insert type of ETI Interest(s)***]** |
| | (iii) | ETI Related Party: | **[**As per Conditions**]/[***specify***]** |
| | (iv) | ETI Documents: | **[**As per Conditions**][***specify***]** |
| | (v) | Exchange(s): | The relevant Exchange**[**s**]** **[**is/are**]** **[●]**. **[**Not applicable**]** |
| | (vi) | Related Exchange: | **[***specify***]/[**All Exchanges**]/[**Not applicable**]** |
| | (vii) | Scheduled Trading Day: | **[**All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis**]**<br><br>(*must match election made for Exchange Business Day*) |
| | (viii) | Exchange Business Day: | **[**All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis**]**<br><br>(*standard election is All ETI Interest Basis*) |
| | (ix) | Redemption Valuation Date: | **[●]** |
| | (x) | Calculation Date(s): | **[**As per Conditions**]/[***specify***]** |
| | (xi) | Initial Calculation Date: | **[●]/[**Not applicable**]** |
| | (xii) | Final Calculation Date: | **[●]/[**Not applicable**]** |
| | (xiii) | Hedging Date: | **[●]** |
| | (xiv) | Investment/AUM Level: | **[**As per Conditions**][***specify***]** |
| | (xv) | Value per ETI Interest/Trading Price | **[**As per Conditions**][***specify***]** |

Barrier:

| | | |
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| (xvi) | Number of Value Publication Days: | **[**● calendar days**] [**● Business Days (as defined in Condition 3.13)**]**<br><br>[Additional Financial Centre: [*specify*]<br><br>*(N.B. Only applicable if Number of Value Publication Days is calculated by reference to Business Days)*] |
| (xvii) | Value Trigger Percentage: | **[**As per Conditions**][***specify***]** |
| (xviii) | Value Trigger Period: | **[**As per Conditions**][***specify***]** |
| (xix) | Basket Trigger Level: | **[**As per Conditions**][***specify***]** |
| (xx) | Settlement Price: | **[**Official closing price**]/[**Value per ETI Interest**]** |
| (xxi) | Weighting: | **[**Not applicable]/[The Weighting to be applied to each item comprising the ETI Basket to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of ETI Linked Notes**]/[***specify***]**. (*N.B. Only applicable in relation to Cash Settled Notes relating to an ETI Basket*) |
| (xxii) | Valuation Time: | **[**Scheduled Closing Time/Any time [on the relevant Settlement Price Date] /[during the Observation Period].**]** **[**The Valuation Time is **[●]**, being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.**]** (*N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time*). |
| (xxiii) | Maximum Stock Loan Rate: | **[**Maximum Stock Loan Rate in respect of [*specify in relation to each relevant ETI Interest*] is [●].**]** |
| (xxiv) | ETI Interest Correction Period: | **[**As per Conditions**]/[**specify**]** |
| (xxv) | Termination Amount: | **[**Principal Protected Termination Amount**]/[**Non-Principal Protected Termination Amount**]/[***specify***]** |
| (xxvi) | Simple Interest Spread: | **[**As per Conditions**]/[***specify***]** |
| (xxvii) | Termination Date: | [●] |
| (xxviii) | Protected Amount: | **[***specify***]** per Specified Denomination |
| (xxix) | Delayed Redemption on the Occurrence of an Extraordinary ETI Event: | **[**Applicable/Not applicable**]** |

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| **58.** | Foreign Exchange (FX) Rate Linked Redemption Amount: | **[**Applicable/Not applicable**]**<br><br>[●] |

| | | | |
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| | (i) | Relevant Screen Page: | **[**specify**]** |
| | (ii) | The relevant base currency (the "**Base Currency**") is: | **[**specify**]** |
| | (iii) | The relevant subject **[**currency/currencies**]** (**[**each a**]**/**[**the**]** "**Subject Currency**") **[**is/are**]**: | **[**specify**]** |
| | (iv) | Weighting: | **[**specify**]** |
| | (v) | Price Source: | **[**specify**]** |
| | (vi) | Disruption Event: | Specified Maximum Days of Disruption will be equal to **[●]**/**[**five**]**<br><br>*(If no Specified Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to five)* |
| | (vii) | Valuation Time: | **[***specify***]** |
| | (viii) | Redemption Valuation Date: | **[●]**<br><br>[Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] |
| | (ix) | Delayed Redemption on the Occurrence of an Additional Disruption Event: | **[**Applicable/Not applicable**]**<br><br>**[**if applicable:<br><br>Principal Protected Termination Amount: **[**Applicable/Not applicable**]]** |
| **59.** | Underlying Interest Rate Linked Redemption Amount: | | [Applicable/Not applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Underlying Interest Determination Date(s): | **[***specify***]**<br><br>(*If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate$_1$:"*) |
| | (ii) | Manner in which the Underlying Interest Rate is to be determined: | [Screen Rate Determination/ISDA Determination] |
| | (iii) | Screen Rate Determination: | |
| | | • Underlying Reference Rate: | [*specify*]<br><br>*(Either LIBOR, EURIBOR or other)* |

- Specified Time: [*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)*

- Relevant Screen Page: [*specify*]

  (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)

(iv) ISDA Determination:

- Floating Rate Option: [*specify*]
- Designated Maturity: [*specify*]
- Reset Date: [*specify*]

(v) Underlying Margin(s): [+/-][●] per cent. per annum

(vi) Minimum Underlying Reference Rate: [●] per cent. per annum

(vii) Maximum Underlying Reference 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 (ii) to (vii).*

*Repeat for each Underlying Interest Rate.)*

**60.** Debt Securities: [Applicable/Not applicable]

(a) Debt Instruments: [*Specify*]

(*Not applicable if Futures Price Valuation applicable*)

(b) Nominal Amount: [The relevant nominal amount is [●] and the Relevant Screen Page is [●].][Not applicable]

(*Not applicable if Futures Price Valuation applicable*)

(c) Exchange Business Day Centre(s): [*Specify*]

(d) Valuation Time: [*Specify*]

(e) Redemption Valuation Date: [ ]

(f) Specified Maximum Days of Disruption: [As defined in Condition 12]/[[*specify*] Scheduled Trading Days.]

(*Not applicable if Futures Price Valuation applicable*)

(g) Delayed Redemption on Occurrence of [Applicable/Not applicable]

| | | |
|---|---|---|
| | Debt Instrument Redemption Event: | [*If applicable:*<br><br>Principal Protected Termination Amount: [Applicable/Not applicable]]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| (h) | Debt Instrument Issuer: | [ ]/[Not applicable]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| (i) | Debt Instrument Correction Period: | [As per the Conditions]/[ ]/[Not applicable]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| (j) | Weighting: | [Not applicable/The weighting to be applied to each item comprising the Basket of Debt Instruments to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment.] |
| (k) | Additional provisions applicable to Futures Price Valuation: | [Applicable/Not applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) Exchange-traded Contract: | [*Specify*]/[*If the Debt Securities are Rolling Futures Contract Securities:* Debt Security Condition 7 applies] |
| | (ii) Synthetic Debt Instrument: | [*include description of the key terms of the synthetic debt instrument*] |
| | (iii) Delivery or expiry month: | [*Specify*]/[Not applicable]<br><br>(*Not applicable in the case of Debt Securities that are Rolling Futures Contract Securities*) |
| | (iv) Period of Exchange-traded Contracts: | [*Specify*]/[Not applicable]<br><br>(*Only applicable in the case of Debt Securities that are Rolling Futures Contract Securities*) |
| | (v) Futures or Options Exchange: | [*Specify*] |
| | (vi) Rolling Futures Contract Securities: | [Yes/No] |
| | (vii) Futures Rollover [Date/Period]: | [Not applicable]/[*Specify*] |
| | (viii) Delayed Redemption on Non-Commencement or Discontinuance of an Exchange-traded Contract: | [Applicable/Not applicable]<br><br>[*If applicable:*<br><br>Principal Protected Termination Amount: [Applicable/Not applicable]] |

(ix) Daily Settlement Price Correction Period: [As per the Conditions][*Specify*]

**61.** Early Redemption Amount: **[**Calculation Amount x [●] per cent.]

**[**Market Value less Costs**]**

**62.** Provisions applicable to Physical Delivery:[16] **[**Applicable/Physical Delivery Option [1/2/3]/Not applicable**]**

(i) Entitlement in relation to each Note: [The Entitlement Amount in relation to each Note is:

[Delivery of Worst-Performing Underlying applicable:
[*Insert formula from Payout Conditions*]
[NA: [●]]
Redemption Payout:
[●]
SPS Valuation Date: [●]]

[Delivery of Best-Performing Underlying applicable:
[*Insert formula from Payout Conditions*]
[NA: [●]]
Redemption Payout:
[●]
SPS Valuation Date: [●]]

[Delivery of the Underlying applicable:
[*Insert formula from Payout Conditions*]
[NA: [●]]
Redemption Payout:
[●]
SPS Valuation Date: [●]]

(ii) Relevant Asset(s): **[**As specified above**]**/The relevant asset to which the Notes relate **[**is/are**] [●]**.

(iii) Cut-Off Date: **[●]/[**As specified in Condition 4(b)**]**

(iv) Settlement Business Day(s): **[***specify***]**

(v) Delivery Agent: **[**Not applicable/*specify***]**

(vi) Failure to Deliver due to Illiquidity**:** **[**Applicable/Not applicable**]**

(*N.B. Only applicable in the case of Physical Delivery Notes - Failure to Deliver due to Illiquidity is applicable to certain Share or ETI Linked Notes. Careful consideration should be given to whether Failure to Deliver due to Illiquidity would apply to other Physical Delivery Notes*)

**63.** Hybrid Securities: [Applicable/Not applicable]

[16] Not applicable to Commodity Linked Notes or Credit Linked Notes.

[If applicable:

(a) The Notes are linked to each of the types of Underlying Reference (each a "**Type of Underlying Reference**") set out in the table below. The terms and conditions of the Notes will be construed on the basis that in respect of each separate Type of Underlying Reference, the relevant terms applicable to each such separate Type of Underlying Reference will apply, as the context admits, separately and independently in respect of the relevant Type of Underlying Reference[, subject as provided in (b) below].

[*Include each Type of Underlying Reference*]

| Type of Underlying Reference | |
|---|---|
| [●] | [See item [●]] |
| [●] | [See item [●]] |
| [●] | [See item [●]] |

(b) Hybrid Business Day [Applicable/Not applicable]

[if applicable:

"**Hybrid Business Day**" means a day which is a Scheduled Trading Day (as defined in the relevant Annex and completed in the applicable Final Terms) for each Type of Underlying Reference specified in the applicable Final Terms.

[*If Hybrid Business Day is applicable, each date for valuation (e.g. valuation date, averaging date, observation date etc.) which is the subject of the Hybrid Securities provisions should be expressed to be "[●] or if that is not a Hybrid Business Day the immediately [succeeding/preceding] Hybrid Business Day"*]]

**64.** Variation of Settlement:

(i) Issuer's option to vary settlement: The Issuer **[**has/does not have**]** the option to vary settlement in respect of the Notes.

(ii) Variation of Settlement of Physical Delivery Notes: **[**Notwithstanding the fact that the Notes are Physical Delivery Notes, the Issuer may make payment of the Final Redemption Amount on the Maturity Date and the provisions of Condition 4(b)(ii)(B) will apply to the Notes./The Issuer will procure delivery of the Entitlement in respect of the Notes and the provisions of

| | | |
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| | | Condition 4(b)(ii)(B) will not apply to the Notes.**]** |
| **65.** | CNY Payment Disruption Event: | [Applicable]/[Not applicable]<br><br>[*If applicable*:<br><br>[Postponement: [Applicable/Not applicable]]<br><br>[Payment of Equivalent Amount: [Applicable/Not applicable]<br><br>Equivalent Amount Settlement Currency: [*specify*]<br><br>Equivalent Amount Price Source: [*specify*]<br><br>Equivalent Amount Settlement Valuation Time: [*specify*]/[As per Conditions]] |

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

| | | |
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| **66.** | Form of Notes: | **[**Bearer Notes: |
| | New Global Note:[17] | **[**Yes/No**]**<br><br>**[**Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for definitive Bearer Notes **[**on 60 days' notice given at any time/only upon an Exchange Event**]**.<br><br>**[**Temporary Global Note exchangeable for definitive Notes on and after the Exchange Date.**]][18]**<br><br>[Italian Dematerialised Notes]<br><br>**[**Registered Notes:<br><br>Registered Global Note (U.S.$**[●]** nominal amount)/Registered Notes in definitive form (*specify nominal amounts*)**]** |
| **67.** | Financial Centre(s) or other special provisions relating to Payment Days for the purposes of Condition 4(a): | **[**Not applicable/*give details***]** (*Note that this paragraph relates to the date of payment and not the end dates of interest periods for the purposes of calculating the amount of interest, to which sub-paragraph 44 relates. All relevant Financial Centre(s) (including the location of the relevant agent(s)) should be included other than Target2*) |
| **68.** | Talons for future Coupons or Receipts to be attached to definitive Notes (and dates on which such Talons mature): | **[**Yes/No. *If yes, give details***]** |

[17] You should only elect "yes" opposite "New Global Note" if you have elected "yes" to the Section in Part B under the heading "Operational Information" entitled "Intended to be held in a manner which would allow Eurosystem eligibility".

[18] In relation to any Series of Notes which are expressed to be issued in denominations of [EUR 100,000] and integral multiples of [EUR 1,000] the Global Note will not be exchangeable at the option of the holder.

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| **69.** | Details relating to Notes redeemable in instalments: amount of each instalment, date on which each payment is to be made: | **[**Not applicable/*give details*] |
| | (i) **[**Instalment Amounts: | **[●]** |
| | (ii) Instalment Dates: | **[●]]** |
| **70.** | Redenomination, renominalisation and reconventioning provisions: | **[**Not applicable/The provisions **[**in Condition 7**]** apply**]** |
| **71.** | Calculation Agent: | [BNP Paribas Arbitrage S.N.C.]/[BNP Paribas]/[BNP Paribas Fortis SA/NV]/[BGL BNP Paribas]/[*Specify other*] |
| | Calculation Agent address for the purpose of the Noteholder Account Information Notice: | [*specify*] |
| **72.** | Principal Paying Agent: | [BNP Paribas Securities Services, Luxembourg Branch]/[BNP Paribas Securities Services, Milan Branch]/[BNP Paribas Arbitrage S.N.C.]<br><br>(*N.B: BNP Paribas Securities Services, Milan Branch will always be Principal Paying Agent if the Notes are Italian Dematerialised Notes*) |

**DISTRIBUTION**

| | | |
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| **73.** | (i) If syndicated, names [and addresses][19] of Managers [and underwriting commitments/quotas (material features)] (specifying Lead Manager): | **[**Not applicable/*give names***]** |
| | (i) Date of **[**Subscription Agreement**]**:[20] | **[●]** |
| | (ii) Stabilisation Manager (if any): | **[**Not applicable/*give name***]** |
| **74.** | Total commission and concession: [21] | **[●]** per cent. of the Aggregate Nominal Amount |
| **75.** | U.S. Selling Restrictions: | **[**Reg. S Compliance Category 2; TEFRA D/ TEFRA Not applicable**]** |
| **76.** | Non-exempt Offer: | **[**Applicable**]** **[**Not applicable**]** (*if not applicable, delete the remaining placeholders of this paragraph 76 and paragraph 9 of Part B).* |
| | (i) Non-exempt Offer Jurisdictions: | **[***Specify relevant Member State(s) where the Issuer intends to make Non-exempt Offers (select from the list of Non-exempt Offer Jurisdictions in the Base Prospectus) – which* |

[19] Delete, if minimum denomination is less than EUR100,000 (or is equivalent in the relevant currency as of the Issue Date) and if the securities are not Derivative Securities.

[20] Delete, if minimum denomination is less than EUR100,000 (or is equivalent in the relevant currency as of the Issue Date) and if the securities are not Derivative Securities.

[21] Delete if minimum denomination is at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date) or if the securities are Derivative Securities.

| | | |
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| | | *must be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)***]** |
| (ii) | Offer Period: | **[***specify date and, if applicable, time***]** until [and including] **[***specify date (and, if applicable, time) or a formula such as "the Issue Date" or "the date which falls* **[●]** *Business Days thereafter"***][**subject to any early closing] |
| (iii) | 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)*] |
| (iv) | General Consent: | [Not Applicable]/[Applicable] |
| (v) | Other Authorised Offeror Terms: | [Not Applicable] [*Add here any other Authorised Offeror Terms*]<br><br>(*Authorised Offeror Terms should only be included here where General Consent is applicable*)<br><br>(*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 the base prospectus (and any supplement) has been notified/passported.*) |

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms.

[**THIRD PARTY INFORMATION**

[*Relevant third party information*], has been extracted from [*specify source*]. 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 inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

Duly authorised

## PART B – OTHER INFORMATION

### 1. Listing and Admission to trading

| | | |
|---|---|---|
| (i) | Listing and admission to trading: | [The Notes are unlisted.]/[Application has been made to list the Notes on [the Official List of the Luxembourg Stock Exchange/ Euronext Paris/ Euronext Brussels] and to admit the Notes for trading on [the Luxembourg Stock Exchange's regulated market/Euro MTF Market/Euronext Paris/ Euronext Brussels] [with effect from [●]].]/[Application will be made to list the Notes on the Italian Stock Exchange and to admit the Notes described herein for trading on the [MOT Market]/[electronic "Securitised Derivatives Market" (the "**SeDeX**")], organised and managed by Borsa Italiana S.p.A. [with effect from [●]]]/[Application has been made to list the Notes on the stock exchange of [Madrid/Barcelona/Valencia/Bilbao] and to admit the Notes to trading in the Notes Module of the Spanish stock market trading system (Sistema de Interconexión Bursátil Español ("**SIBE**")) [with effect from [●]].]/[Application will be made to list the Notes on [ Euronext Paris/[NYSE Euronext Lisbon - Sociedade Gestora de Mercados Regulamentados, S.A. ("**Euronext Lisbon**")/OPEX - Sociedade Gestora de Sistema de Negociação Multilateral, S.A. ("OPEX")/ Euronext Brussels] and to admit the Notes described herein for trading on [ Euronext Paris/ Euronext Brussels/EasyNext Lisbon managed by Euronext Lisbon]/[PEX managed by OPEX/ Euronext Paris] [with effect from [●]].]/[Application will be made to list the Notes on the Nordic Derivatives Exchange Stockholm (the "**NDX**") and to admit the Notes for trading on the NDX [with effect from [●]].] [Application [has been/will be] made to list the Notes and to admit the Notes for trading [with effect from [●]] on the Official List of NASDAQ OMX Helsinki Ltd. and/or on the Nordic Derivatives Exchange of the Nordic Growth Market NGM AB]/[specify other exchange]. [Application will be made for the Notes to be admitted to trading on the Multilateral Trading Facility EuroTLX (managed by EuroTLX SIM S.p.A.) [with effect from [●]]. The Issuer is not a sponsor of, nor is it responsible for, the admission and trading of the Notes on the EuroTLX and no assurance can be given that any such application will be successful.] [Application will be made to list the Notes and to admit the Notes for trading on the Official List of NASDAQ OMX Stockholm [with effect from [●]].]/[Application has been made to list the Notes on the Official List of the Freiverkehr Stock Exchange and to admit the Notes for trading on the Frankfurt Stock Exchange's Regulated Unofficial Market ("Freiverkehr" section) [with effect from [●]].] [Application has been made to the UK Listing Authority for the Notes to be admitted to the Official List and to the London Stock Exchange for the Notes to be admitted to trading on the London Stock Exchange's Regulated Market for listed securities [with effect from [●]].][Application has |

been made to list the Notes on the Main Board of the Johannesburg Stock Exchange and to admit the Notes described herein for trading through the Central Securities Depository [with effect from [●]].][Application has been made to list the Notes on NYSE Alternext Brussels and to admit the Notes for trading on NYSE Alternext Brussels. [with effect from [●]]]

(*Where documenting a fungible issue need to indicate that original Notes are already admitted to trading*)

(ii) Estimate of total expenses related to admission to trading: **[●]**[22]

**2. Ratings**

[The Notes to be issued [have been]/[are expected to be] rated [*insert details*] by [*insert the legal name of the relevant credit rating agency entity(ies).*]

[The Notes have not been rated.]

**[***Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider, for example:*

*"As defined by Standard & Poor's, an [AA] rating means that* **[***the Issuer's***][***the Guarantor's***]** *capacity to meet its financial commitment under the Notes is very strong."*

*"Obligations rated [Aa2] by Moody's are judged to be of high quality and are subject to very low credit risk. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category."*

*"As defined by Fitch an [AA-] rating denotes a very low expectation of credit risk. It indicates a very strong capacity for timely payment of financial commitments. Such capacity is not significantly vulnerable to foreseeable events."***]**

***EITHER*** *[[Insert the legal name of the relevant CRA entity] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended). [As such [insert the legal name of the relevant CRA entity] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation.]*

***OR*** *[[Insert the legal name of the relevant non-EU CRA entity] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended)[. [Insert the legal name of the relevant non-EU CRA entity] is*

[22] Delete if minimum denomination is less than EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date) or if the securities are Derivative Securities.

*therefore not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation]*

***OR*** *[[Insert the legal name of the relevant non-EU CRA entity] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the* ***CRA Regulation****). The ratings have been endorsed by [insert the legal name of the relevant EU-registered CRA entity] in accordance with the CRA Regulation. [Insert the legal name of the relevant EU CRA entity] is established in the European Union and registered under the CRA Regulation[. As such [insert the legal name of the relevant EU CRA entity] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].] The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (delete as appropriate)] which have been endorsed by [insert the legal name of the relevant EU CRA entity that applied for registration] may be used in the EU by the relevant market participants.]*

***OR*** *[[Insert the legal name of the relevant non-EU CRA entity] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the* ***CRA Regulation****), but it [is]/[has applied to be] certified in accordance with the CRA Regulation[[* ***[EITHER:]*** *and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation] [* ***[OR:]*** *although notification of the corresponding certification decision has not yet been provided by the European Securities and Markets Authority and [insert the legal name of the relevant non-EU CRA entity] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].]*

***OR*** *[[Insert the legal name of the relevant CRA entity] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority [ and [insert the legal name of the relevant CRA entity] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation].]*

***OR*** *[[Insert the legal name of the relevant non-EU CRA entity] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the* ***CRA Regulation****). However, the application for registration*

*under the CRA Regulation of [insert the legal name of the relevant EU CRA entity that applied for registration], which is established in the European Union, disclosed the intention to endorse credit ratings of [insert the legal name of the relevant non-EU CRA entity][, although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority and [insert the legal name of the relevant EU CRA entity] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].] The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (delete as appropriate)] which have been endorsed by [insert the legal name of the relevant EU CRA entity that applied for registration] may be used in the EU by the relevant market participants.]*

**3. [Interests of Natural and Legal Persons Involved in the [Issue/Offer]**

**[***Need to include a description of any interest, including conflicting interest, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*

"Save as discussed **[**in the "*Potential Conflicts of Interest*" paragraph in the "*Risk Factors*" in the Base Prospectus**]**, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."**]]**

**4. [Reasons for the Offer, Estimated Net Proceeds and Total Expenses**[23]

(i) Reasons for the offer **[●]**

(*See "Use of Proceeds" wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.*)

(ii) 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.*)

(iii) Estimated total expenses: **[●] [***Expenses are required to be broken down into each principal intended "use" and presented in order or priority of such "uses".*

(*N.B.: If the notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies (i) above is required where the reasons for the offer are different from making profit and/or hedging certain risks and, where such reasons are inserted in (i), disclosure of net proceeds and total expenses at (ii) and (iii) above*

[23] If the Notes are derivative securities to which Annex XII of the Prospectus Regulation applies, disclosure in respect of Estimated Net Proceeds and Total Expenses is only required if reasons for the offer are disclosed.

*are also required.*)**]**[24]**]**.

**5.** **[*Fixed Rate Notes only – Yield***

Indication of [gross][25] yield: **[●]**

**[**As set out above, the**] [**The**]** [gross][26] yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield**]**

**6.** **[*Floating Rate Notes only* – Historic Interest Rates**

**[**Details of historic **[**LIBOR/EURIBOR**]** rates can be obtained from **[**Reuters**]**.**]**[27]

**7.** **[Performance of Rates of Exchange/Index/ Share/ Commodity/ Inflation/ Foreign Exchange Rate/ Fund/ Reference Entity/ Entities/ ETI Interest/ Formula and Other Information concerning the Underlying Reference**

*Need to include details of where past and further performance and volatility of the index/formula/commodity/rates/reference entity/fund/other variables can be obtained.***]**[28] [*If there is a derivative component in the interest or the Securities are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, an example of how the value of the investment is affected by the value of the underlying may be included.*]

**[***Where the underlying is an index need to include the name of the index and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained.***]**[29]

**[***Where the underlying is a security need to include the name of the issuer of the security and the ISIN or equivalent identification number. Where the underlying is a basket of underlying, need to include the relevant weightings of each underlying in the basket.***]**

**8.** **OPERATIONAL INFORMATION**

| | | |
|---|---|---|
| (i) | ISIN: | **[●]** |
| (ii) | Common Code: | **[●]** |
| (iii) | Any clearing system(s) other than Euroclear and Clearstream, Luxembourg approved by the Issuer and the Principal Paying Agent and the relevant identification number(s): | **[**Not applicable/Central Moneymarkets Unit/Monte Titoli/*give name(s) and number(s)***]** |
| (iv) | Delivery: | Delivery **[**against/free of**]** payment |

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24 Not required for debt securities with a denomination per unit of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date).

25 Include in the case of Belgian Securities.

26 Include in the case of Belgian Securities.

27 Not required for debt securities with a denomination per unit of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date).

28 Required for Derivative Securities.

29 Required for derivative securities.

| | | |
|---|---|---|
| (v) | Additional Paying Agent(s) (if any): | **[**Not applicable/*give name***]** |
| (vi) | [CMU Instrument No.: | Not applicable/[●]] |
| (vii) | [CMU Lodging Agent: | Not applicable/[●]] |
| (viii) | [CMU Paying Agent: | Not applicable/[●]] |
| (ix) | Intended to be held in a manner which would allow Eurosystem eligibility[30]: | **[**Yes**]** **[**No**]**.<br><br>[Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs[31] as Common Safekeeper 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*] |

**9. [Public Offers]**

| | |
|---|---|
| Offer Price: | **[**The Issuer has offered the Notes to the Managers at the initial issue price of **[**●**]** less a total commission of **[**●**]**. *OR (where the price is not determined at the date of the Final Terms)* The issue price of the Notes will be determined by the Issuer and the **[**Managers**]** on or about **[** **]** in accordance with market conditions then prevailing, including **[**supply and demand for the Notes and other similar securities**]** **[**and**]** **[**the then current market price of **[***insert relevant benchmark security, if any***]**.**]/[***Give details***]** |
| Conditions to which the offer is subject: | **[**Offers of the Notes are conditional on their issue **[**and on any additional conditions set out in the standard terms of business of the Authorised Offerors, notified to investors by such relevant Authorised Offeror**]]/[***Give details*] |
| Description of the application process: | [Not applicable]/[*Give details*]<br><br>*(N/A unless full application process is being followed in relation to the issue)* |
| Details of the minimum and/or maximum amount of application: | [Not applicable]/[*Give details*]<br><br>*(N/A unless full application process is being followed in relation to the issue)* |
| Description of possibility to reduce subscriptions and manner for refunding excess amount paid by | [Not applicable]/[*Give details*]<br><br>*(N/A unless full application process is being followed in relation to the issue)* |

[30] See Part A - 65 "Form of Notes - New Global Note".

[31] The International Central Securities Depositories (i.e. Euroclear S.A./N.V. and Clearstream Banking, *société anonyme*.

applicants:

| | |
|---|---|
| Details of the method and time limits for paying up and delivering the Notes: | **[**The Notes will be issued on the Issue Date against payment to the Issuer of the net subscription moneys. Investors will be notified by the relevant Authorised Offeror of their allocations of Notes and the settlement arrangements in respect thereof.**]/[***Give details***]** |
| Manner and date in which results of the offers are to be made public: | [Not applicable]/[*Give details*]<br><br>*(N/A unless the issue is an "up to" issue when disclosure must be included)* |
| Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: | [Not applicable]/[*Give details*]<br><br>*(N/A unless full application process is being followed in relation to the issue)* |
| Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: | [Not applicable]/[*Give details*]<br><br>*(N/A unless full application process is being followed in relation to the issue.)*<br><br>No dealings in the Notes on a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC may take place prior to the Issue Date.**]** |
| **[**Amount of any expenses and taxes specifically charged to the subscriber or purchaser: | **[ ]]** |

**10. [Placing and Underwriting]**[32]

| | |
|---|---|
| [Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and 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 76 of Part A above and identifiable in the Base Prospectus/None/*give details***]** |
| Name and address of any paying agents and depository agents in each country (in addition to the Principal Paying Agent): | **[●]** |
| Entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under "best efforts" arrangements:[33] | **[●]** |

[32] Required for derivative securities.

[33] Where not all of the issue is underwritten, a statement of the portion not covered.

When the underwriting agreement has been or will be reached:] **[●]**

## ANNEX – ANNEX FOR CREDIT SECURITIES

[●]

**FORM OF FINAL TERMS FOR W&C SECURITIES**

**FINAL TERMS DATED [●]**

**[BNP Paribas Arbitrage Issuance B.V.**

*(incorporated in The Netherlands)*
*(as Issuer)]*

**[BNP Paribas**

*(incorporated in France)*
*(as [Issuer] [Guarantor])]*

**[BNP Paribas Fortis Funding**

*(incorporated in Luxembourg)*
*(as Issuer)]*

**[BNP Paribas Fortis SA/NV**

*(incorporated in Belgium)*
*(as Guarantor)]*

**[BGL BNP Paribas**

*(incorporated in Luxembourg)*
*(as Issuer)]*

(Note, Warrant and Certificate Programme)

[insert title of Securities]

**[BNP Paribas Arbitrage S.N.C.**
*(as Manager)]*

Any person making or intending to make an offer of the Securities may only do so[:

(i) in those Non-exempt Offer Jurisdictions mentioned in Paragraph 48 of Part A below, provided such person is a Manager or an Authorised Offeror (as such term is defined in the Base Prospectus) and that the offer is made during the Offer Period specified in that paragraph and that any conditions relevant to the use of the Base Prospectus are complied with; or

(ii) otherwise][1] in circumstances in which no obligation arises for the Issuer or any Manager 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.

[Neither][None of] the Issuer [nor], [the Guarantor or] any Manager has authorised, nor do they authorise, the making of any offer of Securities in any other circumstances.

[Investors should note that if a supplement to or an updated version of the Base Prospectus referred to below is published at any time during the Offer Period (as defined below), such supplement or updated base prospectus, as the case may be, will be published and made available in accordance with the arrangements applied to the original publication of these Final Terms. Any investors who have indicated acceptances of the Offer (as defined below) prior

[1] Include this wording where a non-exempt offer of Securities is anticipated.

to the date of publication of such supplement or updated version of the Base Prospectus, as the case may be, (the "**Publication Date**") have the right within two working days of the Publication Date to withdraw their acceptances.][2]

**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 9 June 2015[, [the][each] Supplement[s] to the Base Prospectus published and approved on or before the date of these Final Terms (copies of which are available as described below) and any other Supplement to the Base Prospectus which may have been published and approved before the issue of any additional amount of Securities (the "**Supplements**") (provided that to the extent any such Supplement (i) is published and approved after the date of these Final Terms and (ii) provide for any change to the Conditions of the Securities such changes shall have no effect with respect to the Conditions of the Securities to which these Final Terms relate)] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (the "**Prospectus Directive**") (the "**Base Prospectus**"). [The Base Prospectus has been passported into Italy in compliance with Article 18 of the Prospectus Directive.][3] This document constitutes the Final Terms of the Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus. Full information on [BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas]/[BNP Paribas Fortis Funding]/[BGL BNP Paribas] (the "**Issuer**") [[BNP Paribas]/[BNP Paribas Fortis SA/NV] (the "**Guarantor**")] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [A summary of the Securities (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 [and any Supplement(s) to the Base Prospectus] [and these Final Terms][4] [is/are] available for viewing at [address] [and] [website] and copies may be obtained free of charge at the specified offices of the Security Agents.]] The Base Prospectus, [these Final Terms [and the Supplement[s] to the Base Prospectus] will also be available on the AMF website www.amf-france.org]

[*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 contemplated under a pre – 1 July 2012 Base Prospectus) take a different form to the final terms used for the original issue being tapped. The 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 [*original date*] [, [the][each] Supplement[s] to it published and approved on or before the date of these Final Terms (copies of which are available as described below) and any other Supplement to it which may have been published and approved before the issue of any additional amount of Securities (the "**Supplements**") (provided that to the extent any such Supplement (i) is published and approved after the date of these Final Terms and (ii) provide for any change to the Conditions of the Securities such changes shall have no effect with respect to the Conditions of the Securities to which these Final Terms relate)] which are incorporated by reference in the Base Prospectus dated [*current date*]. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated [*current date*] [and any Supplement[s] to it], 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 [BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas]/[BNP Paribas Fortis

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2 Include in respect of issues of Securities where the public offer period spans a supplement to the Base Prospectus or an update to the Base Prospectus.

3 Include for public offers in Italy.

4 Include in respect of issues of Securities that are listed.

Funding]/[BGL BNP Paribas] (the "**Issuer**") [,[BNP Paribas]/[BNP Paribas Fortis SA/NV] (the "**Guarantor**")] and the offer of the Securities is only available on the basis of the combination of these Final Terms, the Base Prospectus. [A summary of the Securities (which comprises the Summary in the Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms][The Base Prospectus [and any Supplement[s] to the Base Prospectus] [and these Final Terms][5] [is/are] available for viewing at [address] [and] [website] and copies may be obtained from [*address*]. The Base Prospectus, [these Final Terms [and the Supplement[s] to the Base Prospectus]] will also be available on the AMF website www.amf-france.org.]

[*The following alternative language applies in respect of issues of Securities where the public offer period spans a supplement to the Base Prospectus or an update to the Base Prospectus*

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 [*date*] [,[the][each] Supplement[s] to the Base Prospectus published and approved on or before the date of these Final Terms (copies of which are available as described below)] [and any other Supplement to the Base Prospectus which may have been published and approved (such date of publication and approval, the "**Publication Date**") before the issue of any additional amount of Securities (the "**Supplements**") (provided that to the extent any such Supplement (i) is published and approved after the date of these Final Terms and (ii) provide for any change to the Conditions of the Securities such changes shall have no effect with respect to the Conditions of the Securities to which these Final Terms relate) (together, the "**2015 Base Prospectus**")], notwithstanding the approval of an updated base prospectus which will replace the 2015 Base Prospectus (the "**2016 Base Prospectus**"). This document constitutes the Final Terms of the Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and [(i) prior to the Publication Date, must be read in conjunction with the 2015 Base Prospectus, as supplemented, or (ii)] on and after the publication and approval of the 2016 Base Prospectus, must be read in conjunction with the 2016 Base Prospectus, as supplemented,] save in respect of the Conditions which are extracted from the 2015 Base Prospectus as supplemented, as the case may be. The 2015 Base Prospectus, as supplemented, constitutes[, and the 2016 Base Prospectus will constitute,] a base prospectus for the purposes of the Prospectus Directive. Full information on [BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas]/[BNP Paribas Fortis Funding]/[BGL BNP Paribas] (the "**Issuer**") and the offer of the Securities is only available on the basis of the combination of these Final Terms and [either] [(i) prior to the Publication Date, the 2015 Base Prospectus, as supplemented, or (ii)] [on or after the publication and approval of the 2016 Base Prospectus, the 2016 Base Prospectus, as supplemented], save in respect of the Conditions which are extracted from the 2015 Base Prospectus, as the case may be. [The Issuer has in the 2015 Base Prospectus given consent to the use of the 2015 Base Prospectus in connection with the offer of the Securities. Such consent will be valid until the date that is twelve months following the date of the 2015 Base Prospectus. The Issuer will in the 2016 Base Prospectus give consent to the use of the 2016 Base Prospectus in connection with the offer of the Securities.] The 2015 Base Prospectus, as supplemented, [and these Final Terms][6] are available[, and the 2016 Base Prospectus will be available] for viewing at [address] [and] [website] and copies may be obtained from [address].] The Base Prospectus, [these Final Terms [and the Supplement[s] to the Base Prospectus]] will also be available on the AMF website www.amf.france.org.]

[*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 directions for completing the Final Terms. However, such numbering may change where individual paragraphs or sub-paragraphs are removed.*]

References herein to numbered Conditions are to the terms and conditions of the relevant series of Securities and words and expressions defined in such terms and conditions shall bear the same meaning in these Final Terms in so far as they relate to such series of Securities, save as where otherwise expressly provided.

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5 Include in respect of issues of Securities that are listed.

6 Include in respect of issues of Securities that are listed.

[*When completing any final terms consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive*]

These Final Terms relate to the series of Securities as set out in "Specific Provisions for each Series" below. References herein to "**Securities**" shall be deemed to be references to the relevant Securities that are the subject of these Final Terms and references to "**Security**" shall be construed accordingly.

**SPECIFIC PROVISIONS FOR EACH SERIES**

| SERIES NUMBER | NO. OF SECURITIES ISSUED | NO OF SECURITIES | [NO. OF WARRANTS PER UNIT] | ISIN/ [ ][7] | COMMON CODE | [MNEMONIC CODE | ISSUE PRICE[8] PER [SECURITY/ UNIT] | [CALL/ PUT | [EXERCISE PRICE | [[SCHEDULED]] REDEMPTION DATE | [EXERCISE [PERIOD/DATE] | [RELE-VANT JURISDIC-TION] | [SHARE AMOUNT/DEBT SECURITY AMOUNT] | [PARITY | [*Insert other variable*] |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| [●] | [●] | [Up to] [●] | [●] | [●] | [●] | [●] | [[insert currency] [●]/[[●]% of the Notional Amount] | [call/put] | [[insert currency] [●]/[Warrant@Work Exercise Price] | [●]/[Open End][9] | [●] | [●] | [●] | [●] | [●] |
| [●] | [●] | [Up to][●] | [●]][10] | [●] | [●] | [●]][11] | [[insert currency] [●]/[[●]% of the Notional Amount] | [call/put]] | [[insert currency] [●]/[Warrant@Work Exercise Price]][12] | [●]/[Open End]][13] | [●]][14] | [●]][15] | [●] | [●]] | [●] |

(*Where the Final Terms cover more than one series of Securities, the table above should be completed for all variables which will differ across the different series of Securities. The relevant line item for any such variable in the General Provisions below should include the following language: "See the Specific Provisions for each Series above".)*

**GENERAL PROVISIONS**

The following terms apply to each series of Securities:

| | | |
|---|---|---|
| **1.** | Issuer: | [BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas]/[BNP Paribas Fortis Funding]/[BGL BNP Paribas]<br><br>[Specified Branch: [ ]][16] |
| **2.** | [Guarantor: | [BNP Paribas]/[BNP Paribas Fortis SA/NV]] |
| **3.** | Trade Date: | [*specify*] |
| **4.** | Issue Date [and [Interest]/[Premium Amount] Commencement Date][17]: | [*specify*]<br><br>(*N.B. For Preference Share Certificates, the relevant Preference Shares should be in issue on or prior to the Issue Date*) |
| **5.** | Consolidation: | The Securities are to be consolidated and form a single |

7 DTC: CUSIP – include for U.S. Securities.
8 For Preference Share Certificates, the Issue Price is required to be par.
9 Include for Open Ended Securities.
10 Include for Warrants if applicable.
11 Only applies where the Securities are listed on Euronext Paris or Euronext Amsterdam.
12 Include for Warrants.
13 Include for Credit Securities and Fund Securities.
14 Include for Warrants.
15 Include for Certificates.
16 Include where BGL is the Issuer, if applicable.
17 In the case of Certificates which bear interest or premium amount.

series with the [*insert title of relevant series of Securities*] issued on [*insert issue date*]/[Not applicable]

**6.** Type of Securities:

(a) [Warrants/Certificates]

(b) The Securities are [Index Securities/Share Securities/ETI Securities[18]/Debt Securities/Commodity Securities[19] /Inflation Index Securities[20]/Currency Securities[21]/Fund Securities[22]/Futures Securities[23]/Underlying Interest Rate Securities/Credit Securities[24]/Preference Share Certificates/Hybrid Securities[25]/[*specify other type of Security*]].

[The Warrants are [European/American/(specify other)] Style Warrants. (*N.B. Finnish, Swedish and Danish Dematerialised Warrants may only be European Style Warrants*)

Automatic Exercise [applies/does not apply]. (*N.B. Automatic Exercise may only apply in relation to Cash Settled Warrants/Automatic Exercise will always apply to CREST Dematerialised Warrants, Swedish Dematerialised Warrants, Danish Dematerialised Warrants, Finnish Dematerialised Warrants and Italian Dematerialised Warrants*).][26]

[Exercise of Certificates applies to the Certificates. [Multiple Exercise *applies* to the Certificates.] The Exercise Date[s] is [are] [*specify*]] or, if [any] such day is not a Business Day, the immediately [preceding/succeeding] Business Day].]

[The Exercise Settlement Dates are [●].]][27]

[The provisions of Annex 2 (Additional Terms and

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18 ETI Securities or Hybrid Securities containing an ETI component cannot be U.S. Securities unless offered pursuant to an applicable U.S. Wrapper to this Base Prospectus.

19 Commodity Securities or Hybrid Securities containing a commodity component cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

20 Inflation Index Securities or Hybrid Securities containing an inflation component cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

21 Currency Securities or Hybrid Securities containing a currency component cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

22 Fund Securities or Hybrid Securities containing a fund component cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

23 Futures Securities or Hybrid Securities containing a Futures component cannot be U.S. Securities unless offered pursuant to an applicable U.S. Wrapper to this Base Prospectus.

24 Credit Securities or Hybrid Securities related to the credit of a specified reference entity cannot be U.S Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

25 Hybrid Securities that contain an ETI, commodity, inflation index, currency, fund or futures component or are linked to the credit of a specified reference entity cannot be U.S. Securities unless offered pursuant to any applicable U.S. Wrapper to this Base Prospectus.

26 Include for Warrants.

27 Include for Certificates.

Conditions for Index Securities) shall apply.] [The provisions of Annex 3 (Additional Terms and Conditions for Share Securities) shall apply.] [The provisions of Annex 4 (Additional Terms and Conditions for ETI Securities) shall apply.] [The provisions of Annex 5 (Additional Terms and Conditions for Debt Securities) shall apply.] [The provisions of Annex 6 (Additional Terms and Conditions for Commodity Securities) shall apply.] [The provisions of Annex 7 (Additional Terms and Conditions for Inflation Index Securities) shall apply.] [The provisions of Annex 8 (Additional Terms and Conditions for Currency Securities) shall apply.] [The provisions of Annex 9 (Additional Terms and Conditions for Fund Securities) shall apply.] [The provisions of Annex 10 (Additional Terms and Conditions for Futures Securities) shall apply.] [The provisions of Annex 11 (Additional Terms and Conditions for Underlying Interest Rate Securities) shall apply] [The provisions of Annex 12 (Additional Terms and Conditions for Credit Securities) shall apply.] [The provisions of Annex 14 (Additional Terms and Conditions for Preference Share Certificates) shall apply.] [The provisions of Annex [2/3/4/6/8/10[28]] (*Additional Terms and Conditions for [Index/Share/ETI/Commodity/Currency/Futures] Securities*) and Annex 15 (Additional Terms and Conditions for OET Certificates) shall apply.]

[Warrant@Work Warrants Applicable:

Option Hedging Date: [●]

Warrant Exercise Fee: [●]]

**7.** Form of Securities: [Clearing System Global Security]/[Registered Global Security] [Dematerialised bearer form (*au porteur*)[29] ] [Rule 144A Global Security][30] [Private Placement Definitive Security][31] [Regulation S Global Security] [CREST Dematerialised Securities] [Swedish Dematerialised Securities] [Danish Dematerialised Securities] [Finnish Dematerialised Securities] [Italian Dematerialised Securities] [Swiss Materialised Securities] [Swiss Dematerialised Securities] [Clearing System Global Security – [CBF Global Certificate][CBF Global Warrant]]

**8.** Business Day Centre(s): The applicable Business Day Centre[s] for the purposes of the definition of "Business Day" in Condition 1 [is/are]

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28 For OET Certificates include relevant Annex and complete relevant section for Index/Share/Commodity/Currency/Fund/Futures Securities and include Annex 14 and complete paragraph 37 as appropriate.

29 If French law-governed.

30 If U.S. Securities.

31 If U.S. Securities.

| | | |
|---|---|---|
| | | [●]. |
| **9.** | Settlement: | Settlement will be by way of [cash payment (Cash Settled Securities)] [and/or] [physical delivery (Physical Delivery Securities)]. (*N.B. Swedish Dematerialised Securities, Finnish Dematerialised Securities, Danish Dematerialised Securities, and Italian Dematerialised Securities may only be Cash Settled Securities*) |
| **10.** | Rounding Convention for Cash Settlement Amount: | [Rounding Convention 1 (*only applicable in the case of Warrants*)]/[Rounding Convention 2]/[Not applicable] |
| **11.** | Variation of Settlement: | |
| | (a) Issuer's option to vary settlement: | The Issuer [has/does not have] the option to vary settlement in respect of the Securities.[32] (*N.B. the Issuer's option to vary settlement is not applicable to Swedish Dematerialised Securities, Danish Dematerialised Securities, Finnish Dematerialised Securities or Italian Dematerialised Securities*)<br><br>(*N.B. If the Issuer does not have the option to vary settlement in respect of the Securities, delete the sub-paragraphs of this paragraph 11*) |
| | (b) Variation of Settlement of Physical Delivery Securities: | [Notwithstanding the fact that the Securities are Physical Delivery Securities, the Issuer may make payment of the Cash Settlement Amount on the Settlement Date (in the case of Warrants) or on the Redemption Date (in the case of Certificates), and the provisions of Condition 5 will apply to the Securities/The Issuer will procure delivery of the Entitlement in respect of the Securities and the provisions of Condition 5 will not apply to the Securities. Any Physical Delivery for U.S. Securities must be made in compliance with the Securities Act and the Exchange Act.] |
| **12.** | Final Payout | [N x [●]] (*N.B. this option is only relevant in the case of Certificates*)<br><br>[Preference Share Certificate Condition 6 applies] |
| | **[ETS Payouts** | [ETS Final Payout 1100<br>[*Insert related provisions from Conditions.*]]<br><br>[ETS Final Payout 1120<br>[*Insert related provisions from Conditions.*]]<br><br>[ETS Final Payout 1200<br>[*Insert related provisions from Conditions.*]]<br><br>[ETS Final Payout 1230/1 |

[32] Not applicable for U.S. Securities, unless physical delivery can be in compliance with U.S. Securities laws.

[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1230/2
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1240/1
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1240/2
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1240/3
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1240/4
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1250/1
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1250/2
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1250/3
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1250/4
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1250/5
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1250/6
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1250/7
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1260/1
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1260/2
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1300]
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1320/1
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1320/2
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1320/3
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1340/1
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1340/2]
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 1399
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2100
Insert related provisions from Conditions.]]

[ETS Final Payout 2110/1
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2110/2
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2110/3
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2110/4
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2200/1
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2200/2
[*Insert related provisions from Conditions.*]]

[ETS Final Payout 2210
[*Insert related provisions from Conditions.*]]

[ETS 2300 Certificates
[*Insert related provisions from Conditions*]]

[ETS Final Payout 2300/1
[*Insert related provisions from Conditions*]]

**[SPS Payouts**

[**SPS Fixed Percentage Securities:**
[*Insert formula and other related provisions from Payout Conditions*]]

**[SPS Reverse Convertible Securities**

[SPS Reverse Convertible Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[SPS Reverse Convertible Standard Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

**[SPS Vanilla Products**

[Vanilla Call Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Call Spread Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Put Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Put Spread Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Digital Securities:
[*Insert formula and other related provisions from Payout Conditions.*]]

[[Knock-in / Knock-out] Vanilla Call Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

**[Asianing Products**

[Asian Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Asian Spread Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Himalaya Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

**[Auto-Callable Products**

[Autocall Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Autocall Standard Securities:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Autocall One Touch Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[**Indexation Products**

[Certi Plus: Booster Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Certi Plus: Bonus Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Leveraged Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Twin Win Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Certi Plus: Super Sprinter Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Generic Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Generic Knock-in Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Certi Plus: Generic Knock-out Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Ratchet Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Sum Securities:
[*Insert formula and related provisions from Payout Conditions.*]]

[Option Max Securities:
[*Insert formula and related provisions from Payout Conditions.*]]

[Stellar Securities:

[*insert Formula, relevant value(s) and related provisions from Payout Conditions.*]]

[Driver Securities:

[*Insert Formula, relevant value(s) and related provisions from Payout Conditions.*]]

[Maximum Final Payout: [●]/Not applicable]

[Minimum Final Payout: [●]/Not applicable]

**FI Payouts**

[FI FX Vanilla Securities:
[*Insert formula and related provisions from Payout Conditions.*]]

[FI Digital Floor Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[FI Digital Cap Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[FI Digital Plus Securities:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[FI Inflation Securities:
[*Insert formula and related provisions from Conditions.*]]

[Payout Switch:

[Applicable / Not applicable]

(*NB: may only apply to Certificates only*)

[*If applicable insert related provisions from Conditions*]

Aggregation:

[Applicable / Not applicable]

[Not Applicable. Cash Settlement Amount: [●]]

**13.** Relevant Asset(s):

[The relevant asset to which the Securities relate [is/are] [●].]/[Not applicable] (*N.B. Only applicable in relation to Physical Delivery Securities that are not Credit Securities*)

**14.** Entitlement:

[Applicable/Not applicable/Physical Delivery Option [1/2/3]]

(a) [The Entitlement Amount in relation to each Security is:

[Delivery of Worst-Performing Underlying applicable:

[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]

[Delivery of Best-Performing Underlying

| | | |
|---|---|---|
| | | applicable:<br><br>[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]<br><br>[Delivery of the Underlying:<br><br>[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]<br><br>[Parity Entitlement Amount]] |
| | | (b) [The Entitlement will be evidenced by [insert details of how the Entitlement will be evidenced].]<br><br>(c) [The Entitlement will be [delivered] [Delivered] [insert details of the method of delivery of the Entitlement].]<br><br>(*N.B. Only applicable in relation to Physical Delivery Securities*) |
| **15.** | [Exchange Rate][33]/[Conversion Rate][34] | The applicable rate of exchange for conversion of any amount into the relevant settlement currency for the purposes of determining the Settlement Price (as defined in the relevant Annex to the Terms and Conditions)[,] [or] the Cash Settlement Amount (as defined in Condition 1)[,] [or] [the Automatic Early Expiration Payout Amount (as defined in Condition 25.12)/Automatic Early Redemption Amount (as defined in Condition 34.9)] is [*insert rate of exchange and details of how and when such rate is to be ascertained*]/[*specify*]/[As specified in the OET Certificate Conditions]/[Not applicable]. |
| **16.** | Settlement Currency: | The settlement currency for the payment of [the Cash Settlement Amount] (*in the case of Cash Settled Securities*)/[the Disruption Cash Settlement Price] (*in the case of Physical Delivery Securities*) is [●]. |
| **17.** | Syndication: | The Securities will be distributed on a [non-]syndicated basis.<br><br>[*if syndicated, specify names of the Managers*] |
| **18.** | Minimum Trading Size: | [*specify*]/[Not applicable] |
| **19.** | Principal Security Agent: | [BNP Paribas Securities Services, Luxembourg Branch]/[BNP Paribas Arbitrage S.N.C.]/ [BNP Paribas Securities Services]/[*specify other*][35] |

[33] Applicable for Securities other than OET Certificates.
[34] Applicable for OET Certificates.

| | | |
|---|---|---|
| **20.** | Registrar: | [BNP Paribas Securities Services, Luxembourg Branch]/[BNP PARIBAS Securities (Japan) Limited][ADDRESS][Not applicable][36] |
| **21.** | Calculation Agent: | [BNP Paribas]/[BNP Paribas Arbitrage S.N.C.]/[*specify other*][ADDRESS]. |
| **22.** | Governing law: | [English/French] law[37] |
| **23.** | *Masse* provisions[38] (Condition 9.4): | [Applicable] / [Not Applicable] [*If applicable, insert below details of Representative and alternate Representative and remuneration, if any*:<br><br>[Name and address of the Representative: [ ]<br><br>Name and address of the alternate Representative: [ ]]<br><br>[The Representation will receive no remuneration./The Representative will receive a remuneration of [ ].] |

**PRODUCT SPECIFIC PROVISIONS (ALL SECURITIES)**

| | | |
|---|---|---|
| **24.** | Hybrid Securities: | [Applicable/Not applicable]<br><br>[If applicable:<br><br>(a) The Securities are linked to each of the types of Underlying Reference (each a "**Type of Underlying Reference**") set out in the table below. The terms and conditions of the Securities will be construed on the basis that in respect of each separate Type of Underlying Reference, the relevant terms applicable to each such separate Type of Underlying Reference will apply, as the context admits, separately and independently in respect of the relevant Type of Underlying Reference[, subject as provided in (b) below].<br><br>[*Include each Type of Underlying Reference*]<br><br>Type of Underlying Reference<br><br>[●] [See item [●]]<br><br>[●] [See item [●]]<br><br>[●] [See item [●]]<br><br>(b) Hybrid Business Day [Applicable/Not |

[35] Any local agent shall be specified in Part B of the Final Terms.
[36] Include in the case of Registered Securities.
[37] W&C Securities issued by BNPP and BNPP B.V. may be governed by French law.
[38] If French law-governed.

applicable]

[if applicable:

"**Hybrid Business Day**" means a day which is a Scheduled Trading Day (as defined in the relevant Annex and completed in the applicable Final Terms) for each Type of Underlying Reference specified in the applicable Final Terms

[*If Hybrid Business Day is applicable, each date for valuation (e.g. valuation date, averaging date, observation date etc.) which is the subject of the Hybrid Securities provisions should be expressed to be "[●] or if that is not a Hybrid Business Day the immediately [succeeding/preceding] Hybrid Business Day"*]]

| | | | |
|---|---|---|---|
| **25.** | Index Securities: | | [Applicable/Not applicable] |
| | (a) | Index/Basket of Indices/Index Sponsor(s): | [*specify name of Index/Indices*]<br><br>[*specify name of Index Sponsor(s)*]<br><br>[The [●] Index is a [Component Security]/[Multi-Exchange] Index.][39]<br><br>[The [●] Index is a Custom Index][40]<br><br>[The [●] Index is a Connected Third Party Index.][41] |
| | (b) | Index Currency: | [*specify*] |
| | (c) | Exchange(s): | [*specify*] |
| | (d) | Related Exchange(s): | [*specify*]/[All Exchanges] |
| | (e) | Exchange Business Day: | [Single Index Basis/All Indices Basis/Per Index Basis] |
| | (f) | Scheduled Trading Day: | [Single Index Basis/All Indices Basis/Per Index Basis]<br><br>(*must match election made for Exchange Business Day*) |
| | (g) | Weighting: | [The weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in accordance with Annex 2]/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket of Indices*)] |
| | (h) | Settlement Price: | [Official opening level]/[Official closing level]/[level at |

[39] Specify each Component Security Index and/or Multi-Exchange Index (if any).
[40] Specify each Custom Index (if any).
[41] Specify each Connected Third Party Index (if any).

| | | | |
|---|---|---|---|
| | | | the Valuation Time]/[Index Securities Condition 9.1 applies] |
| (i) | Specified Maximum Days of Disruption: | | [As defined in Condition 1]/[[*specify*] Scheduled Trading Days]. |
| (j) | Valuation Time: | | [Continuous monitoring [*specify other*] and the relevant time on the relevant Settlement Price Date or Averaging Date, as the case may be, is [Scheduled Closing Time (in the case of Warrants) or the Valuation Time (in the case of Certificates)] each as defined in Condition 1.] [*specify*].]<br><br>(*N.B. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time as defined in Condition* 1. *Not applicable in the case of Custom Indices*).<br><br>[As per the Conditions]/[[●], being the time specified on the last Valuation Date or an Averaging Date or Observation Date as the case may be, for the calculation of the Settlement Price (*N.B.* O*nly applicable in the case of Custom Indices*).] |
| (k) | Delayed Redemption on Occurrence of an Index Adjustment Event (in the case of Certificates only): | | [Applicable/Not applicable] |
| (l) | Index Correction Period: | | [As per Conditions/*specify*] |
| (m) | Additional provisions applicable to Custom Indices: | | [Applicable/Not applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Screen Page: | [*specify*] |
| | (ii) | Custom Index Business Day: | [All Indices Basis/Per Index Basis/Single Index Basis] |
| | (iii) | Scheduled Custom Index Business Day: | [All Indices Basis/Per Index Basis/Single Index Basis]<br><br>(*N.B. Must match election made for Custom Index Business Day*) |
| | (iv) | Custom Index Correction Period: | [As per Conditions/*specify*] |
| | (v) | Delayed Redemption on Occurrence of a Custom Index Adjustment Event: | [Applicable/Not applicable] |
| | (vi) | Custom Index Disruption Event: | [[Specified Maximum Days of Disruption will be equal to: [●]]/[As per Conditions]] |

(*If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty*).

(n) Additional provisions applicable to Futures Price Valuation: [Applicable/Not applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Exchange-traded Contract: [*specify*]/[*If the Index Securities are Rolling Futures Contract Securities:* Index Security Condition 9.2 applies]

(ii) Delivery or expiry month: [*specify*]/[Not applicable]

(*Not applicable in the case of Index Securities that are Rolling Futures Contract Securities*)

(iii) Period of Exchange-traded Contracts: [*specify*]/[Not applicable]

(*Only applicable in case of Index Securities that are Futures Rollover Securities*)

(iv) Futures or Options Exchange: [*specify*]

(v) Rolling Futures Contract Securities: [Yes/No]

(vi) Futures Rollover [Date/Period]: [Not applicable]/[s*pecify*]

(vii) Relevant FTP Screen Page: [*specify*]/[Not applicable]

(viii) Relevant Futures or Options Exchange Website: [*specify*]/[Not applicable]

**26.** Share Securities: [Applicable/Not applicable]

(a) Share(s)/Share Company/Basket Company/GDR/ADR: [*insert type of Share(s) and Share Company/Basket Companies*]

[GDR/ADR applicable]

[*Insert details of GDR/ADR*][42]

(b) Relative Performance Basket: [Not applicable/*specify*]

(c) Share Currency: [*specify*]

(d) ISIN of Share(s): [*specify*]

(e) Exchange(s): [*specify*]

(f) Related Exchange(s): [*specify*]/[All Exchanges]

[42] Specify each GDR or ADR (if any). In the case of Share Securities relating to a GDR/ADR, complete Share Securities Final Terms as applicable for GDR/ADR reference asset(s).

| | | | |
|---|---|---|---|
| | (g) | Exchange Business Day: | [Single Share Basis/All Shares Basis/Per Share Basis] |
| | (h) | Scheduled Trading Day: | [Single Share Basis/All Shares Basis/Per Share Basis]<br><br>(*must match election made for Exchange Business Day*) |
| | (i) | Weighting: | [The weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment [in accordance with Annex 3]/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket of Shares*)] |
| | (j) | Settlement Price: | [Official closing price]/[Italian Securities Reference Price]/[price at the Valuation Time]] |
| | (k) | Specified Maximum Days of Disruption: | [As defined in Condition 1]/[[*specify*] Scheduled Trading Days]. |
| | (l) | Valuation Time: | [Continuous monitoring [*specify other*] and the relevant time on the relevant Settlement Price Date or Averaging Date, as the case may be, is the Scheduled Closing Time as defined in Condition 1.] [*specify*] (*N.B. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time as defined in Condition* 1)] |
| | (m) | Delayed Redemption on Occurrence of an Extraordinary Event (in the case of Certificates only): | [Not applicable/Applicable]<br><br>[if applicable:<br><br>Principal Protected Termination Amount: [Applicable/Not applicable]] |
| | (n) | Share Correction Period | [As per Conditions/*specify*] |
| | (o) | Dividend Payment: | [Applicable/Not applicable] |
| | (p) | Listing Change: | [Applicable/Not applicable] |
| | (q) | Listing Suspension: | [Applicable/Not applicable] |
| | (r) | Illiquidity: | [Applicable/Not applicable] |
| | (s) | Tender Offer: | [Applicable/Not applicable][43] |
| **27.** | ETI Securities | | [Applicable/Not applicable] |
| | (a) | ETI/ETI Basket: | [*specify*] |
| | (b) | ETI Interest(s): | [*insert type of ETI Interest(s)*] |
| | (c) | ETI Related Party: | [As per Conditions]/[*specify*] |

[43] Only to be disapplied for Tokyo EQD Securities.

| | | |
|---|---|---|
| (d) | ETI Documents: | [As per Conditions]/[*specify*] |
| (e) | Exchange(s): | [*specify*]/[Not applicable] |
| (f) | Related Exchange: | [*specify*]/[All Exchanges]/[Not applicable] |
| (g) | Scheduled Trading Day: | [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis] |
| (h) | Exchange Business Day: | [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis] |
| (i) | Calculation Date(s): | [As per Conditions]/[*specify*] |
| (j) | Initial Calculation Date: | [*specify*]/[Not applicable] |
| (k) | Final Calculation Date: | [*specify*]/[Not applicable] |
| (l) | Hedging Date: | [*specify*] |
| (m) | Investment/AUM Level: | [As per Conditions]/[*specify*] |
| (n) | Value per ETI Interest Trading Price Barrier: | [As per Conditions]/[*specify*] |
| (o) | Number of Value Publication Days: | [[●] calendar days] [[●] Value Business Days]<br>[Value Business Day Centre(s): [*specify*]<br>*(Only applicable if Number of Value Publication Days is calculated by reference to Value Business Days)*] |
| (p) | Value Trigger Percentage: | [As per Conditions]/[*specify*] |
| (q) | Value Trigger Period: | [As per Conditions]/[*specify*] |
| (r) | Basket Trigger Level: | [As per Conditions]/[*specify*] |
| (s) | Settlement Price/Closing Price: | [Official closing price]/[Value per ETI Interest] |
| (t) | Weighting: | The Weighting to be applied to each ETI Interest comprising the ETI Basket is [*specify*] |
| (u) | Valuation Time: | [*specify*] |
| (v) | Specified Maximum Days of Disruption: | [As per Conditions]/[*specify*] |
| (w) | Additional Extraordinary ETI Event(s): | [*specify*] |
| (x) | Maximum Stock Loan Rate: | [The Maximum Stock Loan Rate in respect of [*specify in relation to each relevant ETI Interest*] is [●].] |
| (y) | ETI Interest Correction Period: | [*specify*] |
| (z) | Termination Amount: | [Principal Protected Termination Amount]/[Non-Principal |

| | | |
|---|---|---|
| | | Protected Termination Amount]/[As per Conditions]<br><br>(*N.B. Principal Protected Termination Amount and Non-Principal Protected Termination Amount are applicable to Certificates only*) |
| (aa) | Simple Interest Spread (in the case of Certificates only): | [As per Conditions]/[*specify*] |
| (bb) | Termination Date: | [*specify*] |
| (cc) | Delayed Redemption on Occurrence of an Extraordinary ETI Event (in the case of Certificates only): | [Applicable/Not applicable] |
| (dd) | Protected Amount (in the case of Certificates only): | [*specify*] |
| **28.** | Debt Securities: | [Applicable/Not applicable] |
| (a) | Debt Instruments: | [*specify*] [Not applicable] (*Not applicable if Futures Price Valuation applicable*) |
| (b) | Nominal Amount: | [The relevant nominal amount is [●] and the Relevant Screen Page is [●].] [Not applicable]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| (c) | Exchange Business Day Centre(s): | [*specify*] |
| (d) | Valuation Time: | [*specify*] |
| (e) | Specified Maximum Days of Disruption: | [[As defined in Condition 1]/[*specify*] Scheduled Trading Days.] [Not applicable] (*Not applicable if Futures Price Valuation applicable*) |
| (f) | Delayed Redemption on Occurrence of Debt Instrument Redemption Event: | [Applicable/Not applicable]<br><br>[*If applicable:*<br><br>Principal Protected Termination Amount: [Applicable/ Not applicable]]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| (g) | Debt Instrument Correction Period: | [As per the Conditions]/[ ]/[Not applicable]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| (h) | Debt Instrument Issuer: | [ ]/[Not applicable]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| (i) | Weighting: | [Not applicable/The weighting to be applied to each item comprising the Basket of Debt Instruments to ascertain the Settlement Price is [●]. Each such Weighting shall be |

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| | | | subject to adjustment.] |
| | (j) | Additional provisions applicable to Futures Price Valuation: | [Applicable/Not applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | | (i) Exchange-traded Contract: | [*Specify*]/[*If the Debt Securities are Rolling Futures Contract Securities:* Debt Security Condition 7 applies] |
| | | (ii) Synthetic Debt Instrument: | [*include description of the key terms of the synthetic debt instrument*] |
| | | (iii) Delivery or expiry month: | [*Specify*]/[Not applicable]<br><br>(*Not applicable in the case of Debt Securities that are Rolling Futures Contract Securities*) |
| | | (iv) Period of Exchange-traded Contracts: | [*Specify*]/[Not applicable]<br><br>(*Only applicable in the case of Debt Securities that are Rolling Futures Contract Securities*) |
| | | (v) Futures or Options Exchange: | [*Specify*] |
| | | (vi) Rolling Futures Contract Securities: | [Yes/No] |
| | | (vii) Futures Rollover [Date/Period]: | [Not applicable]/[*Specify*] |
| | | (viii) Delayed redemption on Non-Commencement or Discontinuance of an Exchange-traded Contract: | [Applicable/Not applicable]<br><br>[*If applicable:*<br><br>Principal Protected Termination Amount: [Applicable/Not applicable]] |
| | | (ix) Daily Settlement Price Correction Period: | [As per the Conditions][*Specify*] |
| **29.** | Commodity Securities: | | [Applicable/Not applicable] |
| | (a) | Commodity/Commodities/ Commodity Index/Commodity Indices: | [*specify Commodity/Commodities/Commodity Index/Commodity Indices*]<br><br>[The Sponsor[s] of the Commodity [Index/Indices] [is/are] [●]] |
| | (b) | Pricing Date(s): | [*specify*] |
| | (c) | Initial Pricing Date: | [*specify*] |
| | (d) | Final Pricing Date: | [*specify*] |
| | (e) | Commodity Reference Price: | [*specify*] |

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| | | | The Price Source is/are [●][44] |
| | (f) | Delivery Date: | [*specify*]/[Not applicable] |
| | (g) | Nearby Month: | [*specify*]/[Not applicable] |
| | (h) | Specified Price: | [*specify*]/[Not applicable] |
| | (i) | Exchange: | [*specify*]/[Not applicable] |
| | (j) | Disruption Fallback(s): | [*specify*]/[As per Conditions] |
| | (k) | Valuation Time: | [Continuous monitoring [*specify other*] and the relevant time on [*insert relevant date(s)*].]/[*specify*] |
| | (l) | Specified Maximum Days of Disruption: | [*specify*] [[●] Commodity Business Days][45]/[As per Conditions] |
| | (m) | Weighting: | The Weighting to be applied to each item comprising the Commodity Basket is [*specify*] |
| | (n) | Rolling Futures Contract Securities: | [Yes/No] |
| | | | (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | | Futures Rollover [Date/Period]: | [Not applicable]/[*specify*] |
| **30.** | Inflation Index Securities: | | [Applicable/Not applicable] |
| | (a) | Inflation Index/Inflation Indices/Inflation Index Sponsor: | [*specify name of inflation index/indices*]<br>[*specify name of inflation index sponsor(s)*] |
| | (b) | Related Bond: | [Applicable/Not applicable] |
| | (c) | Issuer of Related Bond: | [Applicable/Not applicable] [*If applicable, specify*] |
| | (d) | Fallback Bond: | [Applicable/Not applicable] |
| | (e) | Related Bond Redemption Event: | [Applicable/Not applicable] [*If applicable, specify*] |
| | (f) | Substitute Inflation Index Level: | [As determined in accordance with Annex 7] [*specify*]. |
| | (g) | Cut-off Date: | In respect of a [Valuation Date], the day that is [*specify*] Business Days prior to such [Valuation Date]. |
| | (h) | Valuation Date/Redemption Valuation Date: | [*specify*] |
| **31.** | Currency Securities: | | [Applicable/Not applicable] |
| | (a) | Relevant Screen Page: | [*specify*] |

[44] Delete if using automated Commodity Reference Prices.
[45] Only applicable in respect of Commodity Securities linked to a single Commodity.

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| (b) | The relevant base currency (the "Base Currency") is: | [*specify*] |
| (c) | The relevant subject [currency/currencies] ([the]/[each a] "Subject Currency") [is/are]: | [*specify*] |
| (d) | Weighting: | [*specify*] |
| (e) | Price Source: | [*specify*] |
| (f) | Specified Maximum Days of Disruption: | [*specify*]/[five] Scheduled Trading Days |
| (g) | Strike Date: | [*specify*]<br><br>[Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] |
| (h) | Averaging Date(s): | [*specify*]<br><br>[Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] |
| (i) | Observation Dates: | [*specify*]<br><br>[Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] |
| (j) | Settlement Price: | [*specify*] |
| (k) | Valuation Time: | [*specify*] |
| (l) | Valuation Date (in the case of Warrants)/Redemption Valuation Date (in the case of Certificates only): | [*specify*]<br><br>[Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] |
| (m) | Delayed Redemption on Occurrence of a Disruption Event (in the case of Certificates only): | [Applicable/Not applicable]<br><br>[if applicable:<br><br>Principal Protected Termination Amount: [Applicable/Not applicable]] |
| **32.** | Fund Securities: | [Applicable/Not applicable] |
| (a) | Fund/Fund Basket: | [*specify*]<br><br>[The [●] Fund is a Mutual Fund] |

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| | | [The [●] Fund is a Hedge Fund]<br><br>[The [●] Fund is a Private Equity Fund] |
| (b) | Fund Share(s): | [*specify*] |
| (c) | Fund Documents: | [As per Conditions]/[*specify*] |
| (d) | Fund Business Day: | [All Fund Share Basis/Per Fund Share Basis/Single Fund Share Basis] |
| (e) | Fund Service Provider: | [As per Conditions]/[*specify*] |
| (f) | Calculation Date(s): | [As per Conditions]/[*specify*] |
| (g) | Initial Calculation Date: | [As per Conditions]/[*specify*] |
| (h) | Final Calculation Date: | [*specify*] |
| (i) | Hedging Date: | [*specify*] |
| (j) | AUM Level: | [As per Conditions]/[*specify*] |
| (k) | NAV Trigger Percentage: | [As per Conditions]/[*specify*] |
| (l) | NAV Trigger Period: | [*specify*] |
| (m) | Number of NAV Publication Days: | [As per Conditions]/[*specify*] |
| (n) | Basket Trigger Level: | [As per Conditions]/[*specify*] |
| (o) | Termination Amount: | [Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[As per Conditions]<br><br>(*N.B. Principal Protected Termination Amount and Non-Principal Protected Termination Amount are applicable to Certificates only*) |
| (p) | Simple Interest Spread (in the case of Certificates only): | [As per Conditions]/[*specify*] |
| (q) | Termination Date: | [*specify*] |
| (r) | Delayed Redemption on Occurrence of an Extraordinary Fund Event (in the case of Certificates only): | [Applicable/Not applicable] |
| (s) | Delayed Payment Cut-off Date: | [As per Conditions]/[*specify*] |
| (t) | [Weighting: | The Weighting to be applied to each Fund Share comprising the Fund Basket is [*specify*]] |
| (u) | Protected Amount (in the case of Certificates only): | [*specify*] per Security |

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| **33.** | Futures Securities: | | [Applicable/Not applicable] |
| | (a) | Future(s): | [*insert type of Future(s)*] |
| | (b) | Exchange(s): | [*specify*] |
| | (c) | Exchange Business Day: | [Single Future Basis/All Futures Basis/Per Futures Basis] |
| | (d) | Scheduled Trading Day: | [Single Future Basis/All Futures Basis/Per Futures Basis]<br><br>(*must match election made for Exchange Business Day*) |
| | (e) | Weighting: | [The weighting to be applied to each item comprising the Basket to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment [in accordance with Annex 10]/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket*)] |
| | (f) | Specified Maximum Days of Disruption: | [As defined in Condition 1]/[[*specify*] Scheduled Trading Days]. |
| | (g) | Valuation Time: | [Continuous monitoring [*specify other*] and the relevant time on the Valuation Date, Observation Date or Averaging Date, as the case may be, is the Scheduled Closing Time as defined in Condition 1.] [*specify*] (*N.B. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time as defined in Condition* 1)] |
| | (h) | Futures Correction Period: | [As per Conditions/*specify*] |
| | (i) | Delayed Redemption on Occurrence of Futures Adjustment Event (in the case of Certificates only): | [Applicable/Not applicable]<br><br>[if applicable:<br><br>Principal Protected Termination Amount: [Applicable/Not applicable]] |
| **34.** | Credit Securities: | | [Applicable/Not applicable] [Credit Warrant/Credit Certificate]<br><br>[If Credit Warrant, Notional Amount per Credit Warrant = [currency] [amount]]<br><br>[Part A]/[Part B] of the Credit Security Conditions Shall apply. |
| | (a) | Type of Security: | [Single Reference Entity Credit Certificate]/[Single Reference Entity Credit Warrant]<br><br>[Nth-to-Default Credit Certificate<br><br>N: [●]<br><br>Substitution: [Not Applicable] [Applicable]] |

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| | | [Linear Basket Credit Certificate]<br><br>[Untranched Credit Certificates]<br><br>[Tranched Credit Certificates]<br><br>[Combination Credit Certificates: Applicable/Not Applicable]<br><br>[Tranched Interest Reference Portfolio: Applicable/Not Applicable<br><br>Untranched Interest Reference Portfolio: Applicable/Not Applicable<br><br>Tranched Principal Reference Portfolio: Applicable/Not Applicable<br><br>Untranched Principal Reference Portfolio: Applicable/Not Applicable]<br><br>[Nth-to-Default Credit Warrant<br><br>N: [●]<br><br>Substitution: [Not Applicable/Applicable]]<br><br>[Linear Basket Credit Warrant]<br><br>[*Other*] |
| | Zero Recovery: | [Applicable/Not Applicable]<br><br>[*Or insert the following if Combination Credit Certificates applies*]<br><br>[In respect of [Tranched] [Untranched] Interest Reference Portfolio: Applicable/Not Applicable]<br><br>In respect of [Tranched] [Untranched] Principal Reference Portfolio: Applicable/Not Applicable] |
| | 2014 Definitions: | [Applicable/Not Applicable] |
| | 2003 Definitions (as supplemented by July 2009 Supplement): | [Applicable/Not Applicable] |
| (b) | Transaction Type: | [●] [As specified in the [[Annex (*Annex for Credit Securities*)] [●] to the Final Terms] [Relevant Annex in respect of the relevant Reference Portfolio]] |
| (c) | Redemption Date/Expiration Date: | [●] |
| (d) | Party responsible for making calculations and determinations | [●] |

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| | pursuant to the Credit Security Conditions (if no Calculation Agent): | |
| (e) | Reference Entity: | [●] [As specified in the [[Annex (*Annex for Credit Securities*)] [●] to the Final Terms] [Relevant Annex in respect of the relevant Reference Portfolio]] |
| (f) | Reference Entity Notional Amount: | [●] [As per the Credit Security Conditions] [As specified in the [[Annex (*Annex for Credit Securities*)] [●] to the Final Terms] [Relevant Annex in respect of the relevant Reference Portfolio]] |
| (g) | Reference Obligation(s): | |
| | The obligation identified as follows (the "**Underlying Bond**"): | [Applicable/Not Applicable/[●]/[As specified in the [[Annex (*Annex for Credit Securities*)] [●] to the Final Terms] [Relevant Annex in respect of the relevant Reference Portfolio]] |
| | Primary Obligor: | [●] |
| | Guarantor: | [●] |
| | Maturity: | [●] |
| | Coupon: | [●] |
| | ISIN: | [●] |
| | Original Issue Amount: | [●] |
| | | [The obligation specified as the Reference Obligation above shall be the Original Non-Standard Reference Obligation notwithstanding that such obligation is not an obligation of the Reference Entity, and notwithstanding any contrary provision of the definition of "Original Non-Standard Reference Obligation" (and, for the avoidance of doubt, paragraph (a) of the definition thereof applies).] [*Delete if not applicable or if Reference Obligation above is an obligation of the Reference Entity*] |
| | Standard Reference Obligation: | [Applicable/Not Applicable/[●]/[As specified in the [[Annex (*Annex for Credit Securities*)] [●] to the Final Terms] [Relevant Annex in respect of the relevant Reference Portfolio]] |
| (h) | Settlement Method: | [Auction Settlement] [Physical Settlement] [Cash Settlement] |
| | | [Unwind Costs: [Not Applicable] [●]] [*Delete if Unwind Costs are applicable*] |
| (i) | Fallback Settlement Method: | [Physical Settlement] [Cash Settlement] |

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| (j) | Settlement Deferral: | [Applicable] [Not Applicable] |
| (k) | Settlement Currency: | [●] [As per the Credit Security Conditions] |
| (l) | Merger Event: | [Applicable] [Not Applicable]<br><br>(*If Applicable*):<br><br>[Merger Event Redemption Date: [●]] |
| (m) | LPN Reference Entities: | [Applicable/Not Applicable/[●]/[As specified in the [[Annex (*Annex for Credit Securities*)] [●] to the Final Terms] [Relevant Annex in respect of the relevant Reference Portfolio]]] |
| (n) | Terms relating to Cash Settlement: | [As per the Credit Security Conditions] [Not Applicable] [Specify variations or additions to Credit Security Conditions] |
| (o) | Terms relating to Physical Settlement: | [As per the Credit Security Conditions] [Not Applicable] [Specify variations or additions to Credit Security Conditions] |
| (p) | Accrual of Interest upon Credit Event: | [As per Credit Security Condition 3(a)(a)(i)] [As per Credit Security Condition 3(a)(a)(ii)] [As per Credit Security Condition 3(a)(b)]<br><br>[*OR if Part B of Credit Security Conditions applies:*<br><br>[Part B of Credit Security Conditions: As per Part B Credit Security Condition [3(a)(i)] / [3(a)(ii)]] |
| (q) | Additional provisions: | [●] [Not Applicable]<br><br>[Change in Standard Terms and Market Conventions: [Not Applicable]] [*Delete if Change in Standard Terms and Market Conventions applies*]]<br><br>[In respect of [*specify relevant Reference Entity*], [Include Accrued Interest] [Exclude Accrued Interest] applicable]<br><br>[In respect of [*specify relevant Reference Entity*], Trigger Percentage: [●] [As per the Credit Security Conditions]] [*Delete if CoCo Supplement is not applicable*] |
| (r) | Interest: | [●] |
| (s) | Additional Credit Linked Security Disruption Events: | [The following Additional Credit Linked Security Disruption Events apply:][Not Applicable]<br><br>(*Specify each of the following of which applies*)<br><br>[Change in Law] |

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| | | [Hedging Disruption]<br><br>[Increased Cost of Hedging] |
| (t) | Part B of Credit Security Conditions: | [Applicable] [Not Applicable]<br><br>[*if applicable:*<br><br>Cash Settlement Date / Credit Event Valuation Period End Date / Extended Valuation Period / Grace Period / Hedge Counterparty / Payment Requirement:<br><br>[As per the Credit Security Conditions] [*Specify any variations or additions to the Credit Security Conditions*]] |
| (u) | Credit Event Backstop Date | [The date that is 60 calendar days prior to the Trade Date] [Issue Date] [Other] |
| (v) | Calculation and Settlement Suspension: | [Applicable] [Not Applicable] |
| (w) | Seniority Level | [Senior Level][Subordinated Level][●] |
| (x) | Additional terms relating to Tranched Credit Securities/Untranched Credit Securities/Combination Credit Securities: | [Applicable/Not Applicable]<br><br>[In respect of Reference Portfolio:<br><br>Relevant Annex: [●]<br><br>Index Sponsor: [●]<br><br>Attachment Point: [●]<br><br>Exhaustion Point: [●]<br><br>Any other terms or provisions: [●]]<br><br>[In respect of Tranched Interest Reference Portfolio:<br><br>Relevant Annex: [●]<br><br>Index Sponsor: [●]<br><br>Attachment Point: [●]<br><br>Exhaustion Point: [●]<br><br>Any other terms or provisions: [●]]<br><br>[In respect of Tranched Principal Reference Portfolio:<br><br>Relevant Annex: [●]<br><br>Index Sponsor: [●]<br><br>Attachment Point: [●] |

Exhaustion Point: [●]

Any other terms or provisions: [●]]

[In respect of Untranched Interest Reference Portfolio:

Relevant Annex: [●]

Index Sponsor: [●]

Any other terms or provisions: [●]]

[In respect of Untranched Principal Reference Portfolio:

Relevant Annex: [●]

Index Sponsor: [●]

Any other terms or provisions: [●]]

**35.** Underlying Interest Rate Securities: [Applicable/Not applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*

(a) Underlying Interest 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:

Underlying Reference Rate: [*specify*] *(Either LIBOR, EURIBOR or other)*

Specified Time: [*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)*

Relevant Screen Page: [*specify*]

(d) ISDA Determination

Floating Rate Option: [*specify*]

Designated Maturity: [*specify*]

Reset Date: [*specify*]

(e) Underlying Margin(s): [+/-][●] per cent. per annum

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| | (f) | Minimum Underlying Reference Rate: | [●] per cent. per annum |
| | (g) | Maximum Underlying Reference 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 35(b) to (g).* |
| | | | *Repeat for each Underlying Interest Rate.)* |
| **36.** | Preference Share Certificates: | | [Applicable/Not Applicable] |
| | (a) | Preference Share: | [*insert class, series number, ISIN and description of preference shares*] |
| | (b) | Preference Share Redemption Valuation Date: | [*specify*] |
| **37.** | OET Certificates: | | [Applicable/Not applicable] |
| | (a) | Final Price: | [As per OET Certificate Conditions] |
| | (b) | Valuation Date: | [As per OET Certificate Conditions]/[*specify*] |
| | (c) | Exercise Price: | [*specify*] |
| | (d) | Capitalised Exercise Price: | [As per OET Certificate Conditions] |
| | | | OET Website(s): |
| | | | [www.produitsdebourse.bnpparibas.fr]/[www.listedproducts.cib.bnpparibas.be]/[www.educatedtrading.bnpparibas.se]/[*specify*] |
| | | | Local Business Day Centre(s): [*specify*] |
| | (e) | Capitalised Exercise Price Rounding Rule: | [upwards/downwards] [●] digits |
| | (f) | Dividend Percentage: | [*specify*]/[Not applicable] |
| | | | (*N.B. Not applicable in respect of Commodity OET Certificates, Currency OET Certificates or Futures OET Certificates*) |
| | (g) | Financing Rate: | |
| | | (i) Interbank Rate 1 Screen Page: | [*specify*] |
| | | (ii) Interbank Rate 1 Specified Time: | [*specify*][As per OET Certificate Conditions] |
| | | (iii) Interbank Rate 2 Screen Page: | [*specify*] |
| | | (iv) Interbank Rate 2 Specified | [*specify*][As per OET Certificate Conditions] |

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| | | Time: | |
| | (v) | Financing Rate Percentage: | [+/-][*specify*] |
| | (vi) | Financing Rate Range: | [*specify*] |
| (h) | Automatic Early Redemption: | | [Applicable/Not applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Automatic Early Redemption Payout: | [Automatic Early Redemption Payout 2210/1]<br><br>[*Insert related provisions from Conditions*]<br><br>[Automatic Early Redemption Payout 2210/2]<br><br>[*Insert related provisions from Conditions*] |
| | (ii) | Automatic Early Redemption Date: | [●] Business Days following the Valuation Date. |
| | (iii) | Observation Price: | [Official level]/[Opening price]/[Official close]/[Closing price]/[Purchase price]/[Sale price]/[Traded price]/[Bid price]/[Asked price]/[Last price]/[Official settlement price]/[Daily settlement price] |
| | (iv) | Observation Price Source | [*specify source*] |
| | (v) | Observation Time(s): | [At any time during the opening hours of the Exchange]/[*specify*] |
| | (vi) | Security Threshold: | [As per OET Certificate Conditions]<br><br>The Security Threshold in respect of a Relevant Business Day will be published as soon as practicable after its determination on the OET Website(s), as set out in § 34(d) |
| | (vii) | Security Threshold Rounding Rule: | [upwards/downwards] [●] digits |
| | (viii) | Security Percentage: | [*specify*] |
| | (ix) | Minimum Security Percentage: | [*specify*]/[Not applicable] |
| | (x) | Maximum Security Percentage: | [*specify*]/[Not applicable] |
| | (xi) | Reset Date: | [As per OET Certificate Conditions]/[*specify*] |
| **38.** | Additional Disruption Events: | | [Applicable/Not applicable]/[[Change in Law/Hedging Disruption] does not apply to the Securities] |
| **39.** | Optional Additional Disruption Events: | | (a) [The following Optional Additional Disruption Events apply to the Securities: |

(*Specify each of the following which applies. N.B. Optional Additional Disruption Events are applicable to certain Index Securities, Share Securities, ETI Securities and Commodity Securities. Careful consideration should be given to whether Optional Additional Disruption Events would apply for Debt Securities, Currency Securities and Fund Securities and, if so, the relevant definitions will require amendment. Careful consideration should be given to any Additional Disruption Events and/or Optional Additional Disruption Events in the case of U.S. Securities*)

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Insolvency Filing]

(*N.B. Only applicable in the case of Share Securities*)

[Cancellation Event]

(*N.B. Only applicable in the case of Debt Securities*)

[Loss of Stock Borrow]

[[Stop-Loss Event]

[Stop-Loss Event Percentage: [5] per cent.]]

[Currency Event]

[Force Majeure Event]

[Jurisdiction Event]

[Failure to Deliver due to Illiquidity]

(*N.B. Only applicable in the case of Physical Delivery Securities that are not U.S. Securities – Failure to Deliver due to Illiquidity is applicable to certain Share Securities. Careful consideration should be given to whether Failure to Deliver due to Illiquidity would apply to other Physical Delivery Securities*)

(b) [The Maximum Stock Loan Rate in respect of [*specify in relation to each relevant Share/Security*] is [●].

(*N.B. Only applicable if Loss of Stock Borrow is applicable*)]

[The Initial Stock Loan rate in respect of [*specify in relation to each relevant Share/Security*] is [●].

(*N.B. Only applicable if Increased Cost of Stock Borrow is applicable*)]

(c) Delayed Redemption on Occurrence of an Additional Disruption Event and/or Optional Additional Disruption Event (in the case of Certificates): [Applicable/Not applicable]

[if applicable:

Principal Protected Termination Amount: [Applicable/Not applicable]]]

[Not applicable]

**40.** Knock-in Event[46]: [Applicable/Not applicable]

[If applicable:

[*specify*]/["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) SPS Knock-in Valuation: [Applicable/Not applicable]

[*If applicable insert relevant provisions from Conditions*]

[*If SPS Knock-in Valuation is not applicable and the Securities are Currency Securities, specify if FX Knock-in Valuation is applicable*.]

[*If FX Knock-in Valuation is applicable, insert relevant provisions from Conditions.*]

[FX Coupon Performance: [Applicable/Not applicable]]

[Performance Value: [Applicable/Not applicable]]

(b) Level: [Official level]/[Official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level]/[Not applicable]

[46] Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities and Futures Securities.

| | | | |
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| | (c) | Knock-in Level/Knock-in Range Level: | [*specify*][FX Knock-in Level]<br><br>[*If FX Knock-in Level is specified insert relevant provisions from Conditions*] |
| | (d) | Knock-in Period Beginning Date: | [*specify*] |
| | (e) | Knock-in Period Beginning Date Day Convention: | [Applicable/Not applicable] |
| | (f) | Knock-in Determination Period: | [*specify*]/[See definition in Condition 16] |
| | (g) | Knock-in Determination Day(s): | [*specify*]/[Each [Scheduled Trading Day/ Scheduled Custom Index Business Day/ Commodity Business Day/Fund Business Day/Business Day] in the Knock-in Determination Period] |
| | (h) | Knock-in Period Ending Date: | [*specify*] |
| | (i) | Knock-in Period Ending Date Day Convention: | [Applicable/Not applicable] |
| | (j) | Knock-in Valuation Time: | [*specify*/See definition in Condition 16]/[Valuation Time]/[Any time on a Knock-in Determination Day]/[Not applicable] |
| | (k) | Knock-in Observation Price Source: | [*specify*] |
| | (l) | Disruption Consequences: | [Applicable/Not applicable] |
| **41.** | Knock-out Event[47]: | | [Applicable/Not applicable]<br><br>[If applicable:<br><br>[*specify*]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (a) | SPS Knock-out Valuation: | [Applicable/Not applicable]<br><br>[*If applicable insert relevant provisions from Conditions*]<br><br>[*If SPS Knock-out Valuation is not applicable and the Securities are Currency Securities, specify if FX Knock-out Valuation is applicable.]*<br><br>[*If FX Knock-out Valuation is applicable, insert relevant provisions from Conditions.*]<br><br>[FX Coupon Performance: [Applicable/Not applicable]] |

[47] Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities and Futures Securities.

| | | |
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| | | [Performance Value: [Applicable/Not applicable]] |
| (b) | Level: | [Official level]/[Official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level] |
| (c) | Knock-out Level /Knock-out Range Level: | [*specify*][FX Knock-out Level]<br><br>[*If FX Knock-out Level is specified insert relevant provisions from Conditions*] |
| (d) | Knock-out Period Beginning Date: | [*specify*] |
| (e) | Knock-out Period Beginning Date Day Convention: | [Applicable/Not applicable] |
| (f) | Knock-out Determination Period: | [*specify*]/[See definition in Condition 16] |
| (g) | Knock-out Determination Day(s): | [*specify*]/[Each [Scheduled Trading Day/ Scheduled Custom Index Business Day/ Commodity Business Day/Fund Business Day/Business Day] in the Knock-out Determination Period] |
| (h) | Knock-out Period Ending Date: | [*specify*] |
| (i) | Knock-out Period Ending Date Day Convention: | [Not applicable/Applicable] |
| (j) | Knock-out Valuation Time: | [*specify*]/[See definition in Condition 16] [Any time on a Knock-out Determination Day]/[Valuation Time]/[Not applicable] |
| (k) | Knock-out Observation Price Source: | [*specify*] |
| (l) | Disruption Consequences: | [Applicable/Not applicable] |

**PROVISIONS RELATING TO WARRANTS**

| | | |
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| **42.** | Provisions relating to Warrants: | [Applicable][Not Applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| (a) | Units: | Warrants must be exercised in Units. Each Unit consists of the number of Warrants set out in "Specific Provisions for each Series" above. *(N.B. This is in addition to any requirements relating to "Minimum Exercise Number" or "Maximum Exercise Number" as set out below).* |
| (b) | Minimum Exercise Number: | The minimum number of Warrants that may be exercised (including automatic exercise) on any day by any Holder is [●] [and Warrants may only be exercised (including automatic exercise) in integral multiples of [●] Warrants in excess thereof]. |

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| (c) | Maximum Exercise Number: | The maximum number of Warrants that must be exercised on any day by any Holder or group of Holders (whether or not acting in concert) is [●]. *(N.B. not applicable for European Style Warrants* [*and therefore generally not available for Finnish, Swedish and Danish Dematerialised Warrants*]*)* |
| (d) | Exercise Price(s): | The exercise price(s) per [Warrant/Unit] (which may be subject to adjustment in accordance with Annex 3 in the case of Share Securities and Annex 2 in the case of Index Securities and Annex 6 in the case of Commodity Securities) is set out in "Specific Provisions for each Series" above. *(N.B. This should take into account any relevant Weighting and, in the case of an Index Security, must be expressed as a monetary value).* |
| (e) | Exercise Date: | The exercise date of the Warrants is set out in "Specific Provisions for each Series" above, provided that, if such date is not an Exercise Business Day, the Exercise Date shall be the immediately succeeding Exercise Business Day. *(N.B. Only applicable in relation to European Style Warrants).* |
| (f) | Exercise Period: | The exercise period in respect of the Warrants is set out in "Specific Provisions for each Series" above, [inclusive of the dates specified] [, or if either day specified is not an Exercise Business Day, the immediately succeeding Exercise Business Day]. *(N.B. Only applicable in relation to certain American Style Warrants).* |
| (g) | Renouncement Notice Cut-off Time:[48] | [10.00 a.m. (Milan time)/5.00 p.m. (Milan time)][49] |
| (h) | Valuation Date: | [The Valuation Date shall be the Actual Exercise Date of the relevant Warrant, subject to adjustments in accordance with Condition 20]/[The Valuation Date shall be the first Scheduled Trading Day following the Actual Exercise Date of the relevant Warrant, subject to adjustments in accordance with Condition 20]/[*specify*]/[As per the Fund Security Conditions]. (*N.B. specify if different from the definition in Condition* 20.)<br><br>[Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] (*N.B. Only applicable to Currency Securities*) |
| (i) | Strike Date: | [*specify*] (*N.B. Only relevant for certain Index, Share, and Currency Securities*) |

[48] Complete in the case of Warrants listed on the Italian Stock Exchange.

[49] 10.00 a.m. (Milan time) where the Underlying are Shares listed in Italy or indices managed by Borsa Italiana, or otherwise 5.00 p.m.

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| | | [Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] (*N.B. Only applicable to Currency Securities*) |
| (j) | Averaging: | Averaging [applies/does not apply] to the Warrants. [The Averaging Dates are [*specify*].] (*Not applicable to Inflation Index Securities*)<br><br>[Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention] (*N.B. Only applicable to Currency Securities*)<br><br>[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] (as defined in Condition 20) will apply.] (*N.B. Not applicable to Index Securities relating to a Custom Index or Commodity Securities)*] |
| (k) | Observation Dates: | [*specify*]/[Not applicable]<br><br>[Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] (*N.B. Only applicable to Currency Securities*)<br><br>[In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] (*N.B. Not applicable to Index Securities relating to a Custom Index or Commodity Securities*) [Observation Day Disruption Consequences are not applicable.] |
| (l) | Observation Period: | [*specify*]/[Not applicable] |
| (m) | Settlement Date: | [*specify*] (*N.B.*: *Only applicable for Cash Settled Warrants (other than Inflation Index Warrants or Commodity Warrants) if Settlement Date is different from the definition in Condition* 20))<br><br>["**Settlement Business Day**" for the purposes of Condition 5 means [*specify*].<br><br>(*N.B. Only applicable in the case of Physical Delivery Warrants or Physical Delivery Certificates)*] |
| (n) | Automatic Early Expiration: | [Applicable / Not applicable]<br><br>(*if not applicable, delete the remaining sub-paragraphs of this paragraph*)<br><br>[If applicable: ["greater than" / "greater than or equal to" / "less than" / "less than or equal to"] |

| | | |
|---|---|---|
| | | [AER Knock-out: [Knock-out Event]/[Knock-in Event]<br><br>[*Insert formula, relevant value(s) and other related provisions from Conditions.*] |
| (i) | Automatic Early Expiration Level: | [●] |
| (ii) | Automatic Early Expiration Valuation Time: | [*specify*] |
| (iii) | Automatic Early Expiration Payout: | [SPS Automatic Early Redemption Payout<br>[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]<br><br>[Automatic Early Redemption Payout 2210/1]<br><br>[Automatic Early Redemption Payout 2210/2]<br><br>[Automatic Early Redemption Payout 1230/1, 1230/2, 1260/1, 1260/2, 1320/2, 1340/1, 1340/2, 1250/2, 1250/3, 1250/5, 1240/1, 1240/2 and 1240/3<br>[*Insert related provisions from Payout Conditions.*]]<br><br>[Automatic Early Redemption Payout 2200/1]<br><br>[Automatic Early Redemption Payout 2200/2]<br>[*Insert related provisions from Payout Conditions.*] |
| (iv) | AER Rate: | [*Insert relevant provisions from Conditions*]/[Not applicable] |
| (v) | AER Exit Rate: | [Not applicable]<br><br>[AER Rate<br>[*Insert relevant provisions from Conditions.*]]<br><br>[AER Athena up Rate<br>[*Insert formula, relevant value(s) and related provisions from Payout Conditions.*]]<br><br>[AER CSN Rate<br>[*Insert relevant provisions from Conditions.*]] |
| (vi) | Automatic Early Expiration Valuation Date(s)/Period(s): | [*specify*]/[AER Knock-out Date] |
| (vii) | Automatic Early Expiration Settlement Date: | [*specify*]/[Not applicable] |
| (viii) | Observation Price Source: | [*specify*]/[Not applicable] |
| (ix) | Underlying Reference Level: | [Official level]/[Official close]/[last price]/[bid price]/[asked price]/[Standard Underlying Reference |

Level]/[Not applicable]

(x) SPS AER Valuation: [Applicable/Not applicable]

[*If applicable include formula, relevant value(s) and related provisions from Payout Conditions.*]

(o) Identification information of Holders as provided by Condition 21: [Applicable/Not applicable]

**PROVISIONS RELATING TO CERTIFICATES**

**43.** Provisions relating to Certificates: [Applicable][Not Applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(a) Notional Amount of each Certificate: [[*currency*][*amount*]/[Not applicable]].

(b) Partly Paid Certificates: The Certificates [are/are not] Partly Paid Certificates.

[*specify details of the amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Certificates and interest due on late payment*]

(*N.B. A new form of Global Certificate may be required for Partly Paid Certificates*)

(c) Interest: [Applicable/Not Applicable]

[Coupon Switch: [Applicable / Not applicable]

[If applicable:

[Coupon Switch Election: Applicable]/[Automatic Coupon Switch: Applicable [*insert relevant provisions from Conditions*]]

Pre-Switch Coupon: [*specify Interest Basis*] - [Fixed Rate]/[Floating Rate]/[Linked Interest]: [SPS Fixed Coupon]/[SPS Variable Amount Coupon]/[Digital Coupon]/[Snowball Digital Coupon]/[Accrual Digital Coupon]/[Stellar Coupon]/[Cappuccino Coupon]/[Ratchet Coupon]/[Driver Coupon]/[Nova Coupon]/[Sum Coupon]/[Option Max Coupon]/[FX Vanilla Coupon]/[FX Digital Coupon]/[FX Range Accrual Coupon]/[FX Memory Coupon]/[FI Digital Coupon]/[Range Accrual Coupon]/[Combination Floater]/[PRDC Coupon]/[FI Digital Floor Coupon]/[FI Digital Cap Coupon]/[FI Target Coupon] (see items [*specify*] below)

Post-Switch Coupon: [*specify Interest Basis*] - [Fixed

| | | |
|---|---|---|
| | | Rate]/[Floating Rate]/[Linked Interest]: [SPS Fixed Coupon]/[SPS Variable Amount Coupon]/[Digital Coupon]/[Snowball Digital Coupon]/[Accrual Digital Coupon]/[Stellar Coupon]/[Cappuccino Coupon]/[Ratchet Coupon]/[Driver Coupon]/[Nova Coupon]/[Sum Coupon]/[Option Max Coupon]/[FX Vanilla Coupon]/[FX Digital Coupon]/[FX Range Accrual Coupon]/[FX Memory Coupon]/[FI Digital Coupon]/[Range Accrual Coupon]/[Combination Floater]/[PRDC Coupon]/[FI Digital Floor Coupon]/[FI Digital Cap Coupon]/[FI Target Coupon] (*insert relevant provisions, replicating relevant prompts from this item (c) and items (d) to (j) and (k) to (t) as applicable, below*)<br><br>Additional Switch Coupon: [Applicable/Not applicable] [*If applicable*: [*Specify*] [Notional Amount × [●]%]]<br><br>Coupon Switch Date[s]: [*Specify*]]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph* and *if no Premium Amount payable also delete items 43(d) - 43(t)*)<br><br>(*If the Certificates are Fixed Rate Certificates and Floating Rate Certificates, complete prompts (i) to (xiii) accordingly*) |
| (i) | Interest Period(s): | [*specify*] |
| (ii) | Interest Period End Date(s): | [*specify*] |
| (iii) | Business Day Convention for Interest Period End Date(s): | [Following/Modified Following/Preceding/FRN/None/Not applicable] |
| (iv) | Interest Payment Date(s): | [*specify*] |
| (v) | Business Day Convention for Interest Payment Date(s): | [Following/Modified Following/Preceding/FRN/None/Not applicable]<br><br>(*If a Business Day Convention is specified for Interest Period End Date(s), unless Interest Payment Date(s) is (are) expressed to be a number of Business Days after the relevant Interest Period End Final Date, Interest Payment Date(s) must be subject to the same Business Day Convention*) |
| (vi) | Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): | [*specify*] |
| (vii) | Margin(s): | [[+/-][*specify*] per cent. per annum/Not applicable] |

| | | |
|---|---|---|
| (viii) | Minimum Interest Rate: | [[*specify*] per cent. per annum/Not applicable] |
| (ix) | Maximum Interest Rate: | [[*specify*] per cent. per annum/Not applicable] |
| (x) | Day Count Fraction: | [*specify*]/[unadjusted] |
| (xi) | Determination Dates: | [*specify*] in each year [*insert regular payment dates, ignoring issue date or redemption date in the case of a long or short first or last coupon.*] (*N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*) |
| (xii) | Accrual to Redemption: | [Applicable/Not Applicable]<br><br>[If Accrual to Redemption is Not Applicable:<br><br>Accrual to Preceding IPED: [Applicable/Not Applicable][*insert in the case of Credit Securities where Accrual to Redemption is Not Applicable*]] |
| (xiii) | Rate of Interest: | [Fixed Rate]<br><br>[Floating Rate]<br><br>[Fixed Rate and Floating Rate]<br><br>[Linked Interest] |
| (xiv) | Coupon Rate: | |
| | *(Include one or more of the following if applicable)*: | [SPS Fixed Coupon applicable:<br>[*Insert formula and other related provisions from Payout Conditions*]]<br><br>[SPS Variable Amount Coupon applicable:<br>[*Insert formula and other related provisions from Payout Conditions.*]]<br><br>[Digital Coupon applicable:<br>[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]<br><br>[Snowball Digital Coupon applicable:<br>[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]<br><br>[Accrual Digital Coupon applicable:<br>[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]<br><br>[Stellar Coupon applicable:<br>[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]<br><br>[Cappuccino Coupon applicable: |

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Ratchet Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Driver Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Nova Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Sum Coupon applicable:
[*Insert formula and other related provisions from Payout Conditions*]]

[Option Max Coupon applicable:
[*Insert formula and other related provisions from Payout Conditions*]]

[FX Vanilla Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[FI Digital Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.] (*If FI Digital Coupon is applicable, distinguish in "Rate" below, between the Rate which is FI Rate A and the Rate which is FI Rate B*)]

[FX Digital Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[Range Accrual Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[FX Range Accrual Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[FX Memory Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[Combination Floater applicable:
[*Insert formula and other related provisions from Payout Conditions*]]

[PRDC Coupon applicable:
[*Insert formula and other related provisions from Payout Conditions*]]

[FI Digital Floor Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[FI Digital Cap Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[FI Target Coupon applicable:
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Rate: [[●] per cent. [per annum]

(*If more than one fixed rate is to be determined, specify each such rate*)]

[Floating Rate – [Screen Rate Determination/ISDA Determination/FBF Determination]

(*If more than one floating rate is to be determined, repeat sub-paragraphs of (f) and (g), as applicable, for each such rate*)]

[Vanilla Call Rate
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

[Vanilla Call Spread Rate
[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*.]]

(d) Fixed Rate Provisions: [Applicable/Not applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(*Specify if more than one fixed rate is to be determined*)

(i) Fixed Rate[(s)] of Interest ([including/excluding] on overdue amounts after Redemption Date or date set for early redemption): [*specify*] per cent. [per annum].

(ii) Fixed Coupon Amount[(s)]: [[*specify*] per Certificate [Not applicable]]

(e) Floating Rate Provisions [Applicable/Not applicable]

| | | | |
|---|---|---|---|
| | | | (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)<br><br>(*Specify if more than one floating rate is to be determined*) |
| | (i) | Manner in which Rate of Interest and Interest Amount to be determined: | [Screen Rate Determination/ISDA Determination/FBF Determination |
| | (ii) | Linear Interpolation: | [Not applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using linear interpolation (*specify for each short or long interest period*)] |
| (f) | Screen Rate Determination: | | [Applicable/Not applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Reference Rate: | [LIBOR/EURIBOR]<br><br>(*The Reference Rate must be LIBOR or EURIBOR*) |
| | (ii) | [Interest]/[Premium Amount] Determination Date(s): | [*specify*]<br><br>(*Second London business day prior to the start of each Interest Period if LIBOR and second TARGET2 day prior to the start of each Interest Period if EURIBOR*) |
| | (iii) | Specified Time: | [*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*) |
| | (iv) | Relevant Screen Page: | [*specify*]<br><br>(*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*) |
| (g) | ISDA Determination: | | [Applicable/Not applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Floating Rate Option: | [*specify*] |
| | (ii) | Designated Maturity: | [*specify*] |
| | (iii) | Reset Date: | [*specify*] |
| (h) | FBF Determination: | | [Applicable/Not applicable] |

| | | | |
|---|---|---|---|
| | | | [If applicable:<br><br>[*specify relevant terms*]] |
| (i) | Linked Interest Certificates | | [Applicable – see [Index/Share/ETI/Debt/Commodity/ Inflation Index/Currency/Fund/Futures] Linked Interest Certificates below/Not applicable] |
| (j) | Payment of Premium Amount(s): | | [Applicable/Not applicable] |
| | (i) | Premium Amount(s) | [*specify*]/[Notional Amount x Premium Amount Rate] |
| | (ii) | Linked Premium Amount Certificates: | [Applicable - see [Index/Share/ETI/Debt/Commodity/ Inflation Index/Currency/Fund/Futures] Linked Premium Amount Certificates below/Not applicable] |
| | (iii) | Variable Premium Amount Certificates: | [Applicable - see sub-paragraphs [(f)]/[(g)] above]/[Not applicable] |
| | | Day Count Fraction | [*specify*]/[unadjusted] |
| | (iv) | Premium Amount Payment Date(s): | [*specify*] |
| | (v) | Premium Amount Rate: | |
| | | (*Include one of the following if applicable*): | [SPS Fixed Coupon applicable:<br><br>[*Insert formula and other related provisions from Payout Conditions*]]<br><br>[SPS Variable Amount Coupon applicable:<br><br>[*Insert formula and other related provisions from Payout Conditions.*]]<br><br>[Digital Coupon applicable:<br><br>[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*<br><br>[Snowball Digital Coupon applicable:<br><br>[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]<br><br>[Accrual Digital Coupon applicable:<br><br>[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]<br><br>[Stellar Coupon applicable:<br><br>[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]] |

[Cappuccino Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Ratchet Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Driver Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Nova Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Sum Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[Option Max Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[FX Vanilla Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[FI Digital Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.] (If FI Digital Coupon is applicable, distinguish in "Rate" below between the Rate which is FI Rate A and the Rate which is FI Rate B)*]

[FX Digital Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[Range Accrual Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FX Range Accrual Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[FX Memory Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions*]]

[Combination Floater applicable:

[*Insert formula and other related provisions from Payout Conditions]]*

[PRDC Coupon applicable:

[*Insert formula and other related provisions from Payout Conditions*]]

[FI Digital Floor Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FI Digital Cap Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[FI Target Coupon applicable:

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Rate: [[●] per cent. [per annum]

(*If more than one fixed rate is to be determined, specify each such rate*)]

[*Floating Rate – [Screen Rate Determination/ISDA Determination/FBF Determination*]

(*If more than one floating rate is to be determined, repeat sub-paragraphs (f) and (g) as applicable, for each such rate*)]

[Vanilla Call Rate

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

[Vanilla Call Spread Rate

[*Insert formula, relevant value(s) and other related provisions from Payout Conditions.*]]

| | | | |
|---|---|---|---|
| | (vi) | Premium Amount Record Date(s): | [*specify*] |
| (k) | Index Linked [Interest/Premium Amount] Certificates: | | [Applicable/Not applicable] |
| | (i) | Index/Basket of Indices/Index Sponsor(s): | [*specify name of Index/Indices*]<br><br>[specify name of Index Sponsor(s)]<br><br>[The [●] Index is a [Component Security]/[Multi-Exchange] Index][50]<br><br>[The [●] Index is a Custom Index][51]<br><br>[The [●] Index is a Connected Third Party Index.][52] |
| | (ii) | Averaging: | Averaging [applies/does not apply]. [The Averaging Dates are [●].]<br><br>[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] [the provisions of Annex 2] will apply.] |
| | (iii) | [Interest/Premium Amount] Valuation Time: | [*specify*] |
| | (iv) | [Interest/Premium Amount] Valuation Date(s): | [*specify*] |
| | (v) | Index Correction Period | [As per Conditions/*specify*] |
| | (vi) | Observation Dates: | [*specify*]<br><br>[In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement][the provisions of Annex 2] will apply.][Observation Day Disruption Consequences are not applicable.] |
| | (vii) | Observation Period: | [*specify*] |
| | (viii) | Specified Maximum Days of Disruption: | [[As defined in Condition 1]/[*specify*] [Scheduled Trading Days]] |
| | (ix) | Exchange(s): | [*specify*] |
| | (x) | Related Exchange(s): | [*specify*]/[All Exchanges] |
| | (xi) | Exchange Business Day: | [Single Index Basis/All Indices Basis/Per Index Basis] |

[50] Specify each Component Security Index and/or Multi-Exchange Index (if any).
[51] Specify each Custom Index (if any).
[52] Specify each Connected Third Party Index (if any).

| | | | |
|---|---|---|---|
| (xii) | Scheduled Trading Day: | | [Single Index Basis/All Indices Basis/Per Index Basis]<br><br>(*must match election made for Exchange Business Day*) |
| (xiii) | Settlement Price: | | [Official opening level]/[Official closing level]/[level at the Valuation Time] |
| (xiv) | Weighting: | | [The weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in accordance with Annex 2 [*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket of Indices*)/Not applicable] |
| (xv) | Additional provisions applicable to Custom Indices: | | [Applicable/Not applicable]<br><br>(If not applicable, delete the remaining sub-paragraphs of this paragraph) |
| | (A) | Screen Page: | [●] |
| | (B) | Strike Date: | [●] |
| | (C) | Strike Price: | The Strike Price will be calculated as per Conditions/[●] [*insert calculation method*] |
| | (D) | Custom Index Business Day: | [(All Indices Basis)/(Per Index Basis)(Single Index Basis)] |
| | (E) | Scheduled Custom Index Business Day: | [(All Indices Basis)/(Per Index Basis)(Single Index Basis)]<br>(*must match election made for Custom Index Business Day*) |
| | (F) | Valuation Time: | [As per the Conditions]/[[●], being the time specified on the Valuation Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] (*N.B. if no time is specified, the Valuation Time will be as per the Conditions*)] |
| | (G) | Custom Index Correction Period: | [As per Conditions]/[[●]*specify*] |
| | (H) | Delayed Redemption on Occurrence of Custom Index Adjustment Event *(in the case of Certificates only)*: | [Applicable with a rate of [●] per cent. per annum/Not applicable] |
| | (I) | Custom Index Disruption Event: | [[Specified Maximum Days of Disruption will be equal to: [●]]/[As per Conditions]] |

| | | | |
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| | | | (*If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty*) |
| | (xvi) | Additional provisions applicable to Futures Price Valuation: | [Applicable/Not applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | | (A) Exchange-traded Contract: | [*specify*]/[*If the Index Securities are Rolling Futures Contract Securities*: Index Security Condition 9.2 applies] |
| | | (B) Delivery or expiry month: | [*specify*]/[Not applicable]<br><br>(*Not applicable in the case of Index Securities that are Rolling Futures Contract Securities*) |
| | | (C) Period of Exchange-traded Contracts: | [*specify*]/[Not applicable]<br><br>(*Only applicable in case of Index Securities that are Futures Rollover Securities*) |
| | | (D) Futures or Options Exchange: | [*specify*] |
| | | (E) Rolling Futures Contract Securities: | [Yes/No] |
| | | (F) Futures Rollover [Date/Period]: | [Not applicable]/[*specify*] |
| (l) | Share Linked [Interest/Premium Amount] Certificates: | | [Applicable/Not applicable] |
| | (i) | Share(s)/Share Company/Basket Company/GDR/ADR: | [*insert type of Share(s) and Share Company/Basket Companies*]<br><br>[ISIN][Screen Page][Exchange Code]<br><br>[GDR/ADR applicable]<br><br>[*insert GDR/ADR*][53] |
| | (ii) | Relative Basket Performance: | [Not applicable/*specify*] |
| | (iii) | Averaging: | Averaging [applies/does not apply]. [The Averaging Dates are [●].]<br><br>[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] |

[53] In the case of Share Linked Interest Certificates relating to a GDR/ADR, complete Share Linked Interest Certificates Final Terms as applicable for GDR/ADR references asset(s).

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| | (iv) | [Interest/Premium Amount] Valuation Time: | [*specify*] |
| | (v) | [Interest/Premium Amount]Valuation Date(s): | [*specify*] |
| | (vi) | Observation Dates: | [*specify*]<br><br>[In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] [Observation Day Disruption Consequences are not applicable.] |
| | (vii) | Observation Period: | [*specify*] |
| | (viii) | Specified Maximum Days of Disruption: | [[As defined in Condition 1]/[*specify*] [Scheduled Trading Days]] |
| | (ix) | Exchange(s): | [*specify*] |
| | (x) | Related Exchange(s): | [*specify*]/[All Exchanges] |
| | (xi) | Exchange Business Day: | [Single Share Basis/All Shares Basis/Per Share Basis] |
| | (xii) | Scheduled Trading Day: | [Single Share Basis/All Shares Basis/Per Share Basis]<br><br>(*must match election made for Exchange Business Day*) |
| | (xiii) | Settlement Price: | [Official closing price]/[Italian Securities Reference Price]/[price at the Valuation Time] |
| | (xiv) | Weighting: | [The weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is [*specify*]. Each such Weighting shall be subject to adjustment [in accordance with Annex 3/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket of Shares*)] |
| (m) | ETI Linked [Interest/Premium Amount] Certificates: | | [Applicable/Not applicable] |
| | (i) | ETI/ETI Basket: | [*specify*] |
| | (ii) | ETI Interest(s): | [*Insert type of ETI Interest(s)]* |
| | (iii) | Averaging: | Averaging [applies/does not apply]. [The Averaging Dates are [●].] |
| | (iv) | Exchange(s): | [*specify*]/[Not applicable] |
| | (v) | Related Exchange: | [*specify*]/[All Exchanges]/[Not applicable] |
| | (vi) | Exchange Business Day: | [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis] |

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| (vii) | Scheduled Trading Day: | [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis] |
| (viii) | ETI Related Party: | [As per Conditions]/[*specify*] |
| (ix) | Calculation Date(s): | [As per Conditions]/[*specify*] |
| (x) | Initial Calculation Date: | [*specify*]/[Not applicable] |
| (xi) | Final Calculation Date: | [*specify*]/[Not applicable] |
| (xii) | Hedging Date: | [*specify*] |
| (xiii) | Investment/AUM Level: | [As per Conditions][*specify*] |
| (xiv) | Value per ETI Interest Trading Price Barrier: | [As per Conditions]/[*specify*] |
| (xv) | Number of Value Publication Days: | [[●] calendar days] [[●] Value Business Days]<br>[Value Business Day Centre(s): [*specify*]<br>*(N.B. Only applicable if Number of Value Publication Days is calculated by reference to Value Business Days)*] |
| (xvi) | Value Trigger Percentage: | [As per Conditions]/[*specify*] |
| (xvii) | Value Trigger Period: | [As per Conditions]/[*specify*] |
| (xviii) | Basket Trigger Level: | [As per Conditions]/[*specify*] |
| (xix) | Settlement Price/Closing Price: | [Official closing price]/[Value per ETI Interest] |
| (xx) | Valuation Time: | [*specify*] |
| (xxi) | Specified Maximum Days of Disruption: | [As per Conditions]/[*specify*] |
| (xxii) | [Interest/ Premium Amount] Valuation Time: | [*specify*] |
| (xxiii) | [Interest/ Premium Amount] Valuation Date: | [*specify*] |
| (xxiv) | Maximum Stock Loan Rate: | [The Maximum Stock Loan Rate in respect of [*specify in relation to each relevant ETI Interest*] is [●].] |
| (xxv) | ETI Interest Correction Period: | [*specify*] |
| (xxvi) | Termination Amount: | [Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[As per Conditions]<br>(*N.B. Principal Protected Termination Amount and Non-Principal Protected Termination Amount are applicable to Certificates only*) |

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| | (xxvii) | Simple Interest Spread (in the case of Certificates only): | [As per Conditions]/[*specify*] |
| | (xxviii) | Termination Date: | [*specify*] |
| | (xxix) | Weighting: | The Weighting to be applied to each ETI Interest comprising the ETI Basket is [*specify*] |
| | (xxx) | ETI Documents: | [As per Conditions][*specify*] |
| | (xxxi) | Protected Amount (in the case of Certificates only): | [*specify*] |
| | (xxxii) | Delayed Redemption on Occurrence of an Extraordinary ETI Event (in the case of Certificates only): | [Applicable/Not applicable] |
| (n) | Debt Linked [Interest/Premium Amount] Certificates: | | [Applicable/Not applicable] |
| | (i) | Debt Instruments: | [*specify*] [Not applicable] (*Not applicable if Futures Price Valuation applicable*) |
| | (ii) | Averaging: | Averaging [applies/does not apply]. [The Averaging Dates are [●].]<br><br>[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] |
| | (iii) | [Interest/Premium Amount] Valuation Time: | [*specify*] |
| | (iv) | [Interest/Premium Amount] Valuation Date: | [*specify*] |
| | (v) | Observation Dates: | [*specify*]<br><br>[In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] [Observation Day Disruption Consequences are not applicable.] |
| | (vi) | Observation Period: | [*specify*] |
| | (vii) | Specified Maximum Days of Disruption: | [As defined in Condition 1/[[*specify*] Scheduled Trading Days] [Not applicable] (*Not applicable if Futures Price Valuation applicable*) |
| | (viii) | Exchange Business Day Centre(s): | [*specify*] |
| | (ix) | Nominal Amount: | [The relevant nominal amount is [●] and the Relevant |

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| | | Screen Page is [●].][Not applicable]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| (x) | Delayed Redemption on Occurrence of Debt Instrument Redemption Event: | [Applicable/Not applicable]<br><br>[*If applicable:*<br><br>Principal Protected Termination Amount: [Applicable/Not applicable]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| (xi) | Debt Instrument Correction Period: | [As per the Conditions]/[ ]/[Not applicable]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| (xii) | Debt Instrument Issuer: | [ ]/[Not applicable]<br><br>(*Not applicable if Futures Price Valuation applicable*) |
| (xiii) | Weighting: | [Not applicable/The weighting to be applied to each item comprising the Basket of Debt Instruments to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment.] |
| (xiv) | Additional provisions applicable to Futures Price Valuation: | [Applicable]/[Not applicable]<br><br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (A) Exchange-traded Contract: | [*Specify*][*If the Debt Securities are Rolling Futures Contract Securities:* Debt Security Condition 7 applies] |
| | (B) Synthetic Debt Instrument: | [*include description of the key terms of the synthetic debt instrument*] |
| | (C) Delivery or expiry month: | [*Specify*]/[Not applicable]<br><br>(*Not applicable in the case of Debt Securities that are Rolling Futures Contract Securities*) |
| | (D) Period of Exchange-traded Contracts: | [*Specify*]/[Not applicable]<br><br>(*Only applicable in the case of Debt Securities that are Rolling Futures Contract Securities*) |
| | (E) Futures or Options Exchange: | [*Specify*] |
| | (F) Rolling Futures Contract Securities: | [Yes/No] |
| | (G) Futures Rollover [Date/Period]: | [Not applicable]/[*Specify*] |

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| | (H) | Delayed Redemption on Non-Commencement or Discontinuance of an Exchange-traded Contract | [Applicable/Not applicable]<br><br>[*If applicable:*<br><br>Principal Protected Termination Amount: [Applicable/Not applicable]] |
| | (I) | Daily Settlement Price Correction Period: | [As per the Conditions][*Specify*] |
| (o) | Commodity Linked [Interest/Premium Amount] Certificates: | | [Applicable/Not applicable] |
| | (i) | Commodity/ Commodities/Commodity Index/Commodity Indices: | [specify Commodity/Commodities/Commodity Index/Commodity Indices]<br><br>[The Sponsor[s] of the Commodity Index/Indices is [●]] |
| | (ii) | [Interest/Premium Amount] Pricing Date(s): | [*specify*] |
| | (iii) | Initial [Interest/Premium Amount] Pricing Date: | [*specify*] |
| | (iv) | Final [Interest/Premium Amount] Pricing Date: | [*specify*] |
| | (v) | Commodity Reference Price: | [*specify*]<br><br>The Price Source is/are [●][54] |
| | (vi) | Delivery Date: | [*specify*]/[Not applicable] |
| | (vii) | Nearby Month: | [*specify*]/[Not applicable] |
| | (viii) | Specified Price: | [*specify*]/[Not applicable] |
| | (ix) | Exchange: | [*specify*]/[Not applicable] |
| | (x) | Disruption Fallback(s): | [As per Conditions]/[*specify*] |
| | (xi) | [Interest/Premium Amount]Valuation Time: | [*specify*] |
| | (xii) | Specified Maximum Days of Disruption: | [As defined in Condition 1]/[*specify*][55] |
| | (xiii) | Weighting: | The Weighting to be applied to each item comprising the Commodity Basket is [*specify*] |
| (p) | Inflation Index Linked [Interest/Premium Amount] Certificates: | | [Applicable/Not applicable] |

[54] Delete if using automated Commodity Reference Prices

[55] Only applicable in respect of Commodity Securities linked to a single Commodity.

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| | | | *(If more than one Inflation Rate is to be determined, repeat items (i) to (ix) 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)* |
| | (i) | Inflation Index/Sponsor: | [*specify name of inflation index/indices*]<br><br>[*specify name of inflation index sponsor(s)*] |
| | (ii) | Formula: | [*specify*] |
| | (iii) | Related Bond: | [Applicable/Not applicable] [*if applicable, specify*] |
| | (iv) | Issuer of Related Bond: | [Applicable/Not applicable] |
| | (v) | Fallback Bond: | [Applicable/Not applicable] |
| | (vi) | Related Bond Redemption Event: | [Applicable/Not applicable] [*if applicable, specify*] |
| | (vii) | Substitute Inflation Index Level: | [As determined in accordance with Annex 7] [*specify*] |
| | (viii) | Cut-off Date: | In respect of a [Valuation Date], the day that is [*specify*] Business Days prior to such [Valuation Date]. |
| | (ix) | Interest Valuation Date: | [*specify*] |
| | (x) | Valuation Time: | [*specify*] |
| (q) | Currency Linked [Interest/Premium Amount] Certificates: | | [Applicable/Not applicable] |
| | (i) | The relevant base currency (the "**Base Currency**") is: | [*specify*] |
| | (ii) | The relevant subject [currency/currencies] ([the]/[each a] "**Subject Currency**") [is/are]: | [*specify*] |
| | (iii) | Weighting: | [*specify*] |
| | (iv) | Price Source: | [*specify*] |
| | (v) | Specified Maximum Days of Disruption: | [*specify*]/[five] Scheduled Trading Days |
| | (vi) | Averaging Date(s): | [*specify*]<br><br>[Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] |

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| | (vii) | Observation Date(s): | [*specify*]<br><br>[Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] |
| | (viii) | Strike Date: | [*specify*]<br><br>[Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] |
| | (ix) | Relevant Screen Page: | [*specify*] |
| | (x) | Valuation Time: | [*specify*] |
| | (xi) | [Interest/Premium Amount] Valuation Date: | [*specify*]<br><br>[Currency Convention: [As per Conditions]/[Preceding Currency Convention]/[Modified Following Currency Convention]] |
| (r) | Fund Linked [Interest/Premium Amount] Certificates: | | [Applicable/Not applicable] |
| | (i) | Fund/Fund Basket: | [*specify*]<br><br>[The [●] Fund is a Mutual Fund]<br><br>The [●] Fund is a Hedge Fund]<br><br>[The [●] Fund is a Private Equity Fund] |
| | (ii) | Fund Share(s): | [*specify*] |
| | (iii) | Fund Documents: | [As per Conditions][*specify*] |
| | (iv) | Fund Business Day: | [All Fund share Basis] [Per Fund share Basis][Single Fund share Basis] |
| | (v) | Fund Service Provider: | [As per Conditions]/[*specify*] |
| | (vi) | [Interest/Premium Amount] Valuation Date: | [*specify*] |
| | (vii) | Calculation Date(s): | [As per Conditions]/[*specify*] |
| | (viii) | Initial Calculation Date: | [As per Conditions]/[*specify*] |
| | (ix) | Final Calculation Date: | [*specify*] |
| | (x) | Hedging Date: | [*specify*] |
| | (xi) | AUM Level: | [As per Conditions]/[*specify*] |

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| | (xii) | NAV Trigger Percentage: | [As per Conditions]/[*specify*] |
| | (xiii) | NAV Trigger Period: | [*specify*] |
| | (xiv) | Number of NAV Publication Days: | [As per Conditions]/[*specify*] |
| | (xv) | Basket Trigger Level: | [As per Conditions]/[*specify*] |
| | (xvi) | Termination Amount: | [Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[As per Conditions]<br><br>(*N.B. Principal Protected Termination Amount and Non-Principal Protected Termination Amount are applicable to Certificates only*) |
| | (xvii) | Simple Interest Spread (in the case of Certificates only): | [As per Conditions]/[*specify*] |
| | (xviii) | Termination Date: | [*specify*] |
| | (xix) | Weighting: | The Weighting to be applied to each Fund Share comprising the Fund/Fund Basket is [*specify*] |
| | (xx) | Delayed Redemption on Occurrence of an Extraordinary Fund Event (in the case of Certificates only): | [Applicable/Not applicable] |
| | (xxi) | Delayed Payment Cut-off Date: | [As per Conditions]/[*specify*] |
| | (xxii) | Protected Amount (in the case of Certificates only): | [*specify*] per Security |
| (s) | Futures Linked [Interest/Premium Amount] Certificates: | | [Applicable/Not applicable] |
| | (i) | Futures: | [*insert type of Futures*] |
| | (ii) | Averaging: | Averaging [applies/does not apply]. [The Averaging Dates are [●].]<br><br>[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] |
| | (iii) | [Interest/Premium Amount] Valuation Time: | [*specify*] |
| | (iv) | Valuation Date: | [*specify*] |
| | (v) | Observation Dates: | [*specify*]<br><br>[In the event that an Observation Date is a Disruption Day |

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| | | | [Omission/Postponement/Modified Postponement] will apply.] [Observation Day Disruption Consequences are not applicable.] |
| | (vi) | Observation Period: | [*specify*] |
| | (vii) | Specified Maximum Days of Disruption: | [As defined in Condition 1]/[*specify*] [Scheduled Trading Days] |
| | (viii) | Exchange(s): | [*specify*] |
| | (ix) | Exchange Business Day: | [Single Future Basis/All Futures Basis/Per Futures Basis] |
| | (x) | Scheduled Trading Day: | [Single Future Basis/All Futures Basis/Per Futures Basis]<br><br>(*must match election made for Exchange Business Day*) |
| | (xi) | Weighting: | [The weighting to be applied to each item comprising the Basket to ascertain the Settlement Price is [*specify*]. Each such Weighting shall be subject to adjustment [in accordance with Annex 10/[*specify other*]. (*N.B. Only applicable in relation to Securities relating to a Basket*)] |
| (t) | Underlying Interest Rate Linked Interest Provisions | | [Applicable/Not applicable]<br><br>*(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*<br><br>*(if applicable, identify each Underlying Interest Rate$_{(i)}$ which is a Multiple Underlying Component Rate)* |
| | (i) | Underlying Interest Determination Date(s): | [*specify*]<br><br>(*If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate$_1$:"*) |
| | (ii) | Manner in which the Underlying Interest Rate is to be determined: | [Screen Rate Determination/ISDA Determination] |
| | (iii) | Screen Rate Determination: | |
| | | Underlying Reference Rate: | [*specify*] *(Either LIBOR, EURIBOR or other)* |
| | | Specified Time: | [*specify*]<br><br>*(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)* |
| | | Relevant Screen Page: | [*specify*] |

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| | (iv) | ISDA Determination | |
| | | Floating Rate Option: | [*specify*] |
| | | Designated Maturity: | [*specify*] |
| | | Reset Date: | [*specify*] |
| | (v) | Underlying Margin(s): | [+/-][●] per cent. per annum |
| | (vi) | Minimum Underlying Reference Rate: | [●] per cent. per annum |
| | (vii) | Maximum Underlying Reference Rate: | [●] per cent. per annum<br>*(If more than one [Underlying Interest Rate] is to be determined, include the following language:* "Underlying Interest Rate$_2$:" *and repeat items (ii) to (vii).*<br>*Repeat for each Underlying Interest Rate.)* |
| (u) | [Instalment Certificates:] | | The Certificates [are/are not] Instalment Certificates. |
| | (i) | Instalment Amount(s) | [*specify*] |
| | (ii) | Instalment Date(s): | [*specify*] |
| (v) | [Issuer Call Option:] | | [Applicable/Not applicable]<br>(*N.B. If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Optional Redemption Date(s): | [*specify*] |
| | (ii) | Optional Redemption Valuation Date(s): | [*specify*] |
| | (iii) | Optional Redemption Amount(s): | [NA x [●] per cent.] [Call Payout 2300]<br>[SPS Call Payout<br>[*Insert formula, relevant value(s) and related provisions for Payout Conditions*]] |
| | (iv) | Minimum Notice Period: | [*specify*] |
| | (v) | Maximum Notice Period: | [*specify*] |
| (w) | [Holder Put Option:] | | [Applicable/Not applicable]<br>(*N.B. If not applicable, delete the remaining sub-paragraphs of this paragraph*)<br>(*N.B. For Preference Share Certificates, Holder Put Option should be "Not applicable"*) |

(i) Optional Redemption Date(s): [*specify*]

(ii) Optional Redemption Valuation Date(s): [*specify*]

(iii) Optional Redemption Amount(s): [NA x [●] per cent.]

[Put Payout 2210]

[Put Payout 2300]

[SPS Put Payout

[*Insert formula, relevant value(s) and related provisions for Payout Conditions*]]

(iv) Minimum Notice Period: [*specify*]

(v) Maximum Notice Period: [*specify*]

(x) [Automatic Early Redemption[56]:]

(i) Automatic Early Redemption Event: [Applicable/Not applicable]

[Target Automatic Early Redemption] [FI Underlying Automatic Early Redemption] [FI Coupon Automatic Early Redemption] [[Single] Standard Automatic Early Redemption [– Automatic Early Redemption Event 1]: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"] [Standard Automatic Early Redemption – Automatic Early Redemption Event 2 Applicable: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"]

[Automatic Early Redemption Event 1 [and]/[or] Automatic Early Redemption Event 2]

[As per Condition 34.11

[*insert related provisions from Conditions.*]]

[AER Knock-out:[Knock-out Event]/
[Knock-in Event]

[*Insert formula, relevant value(s) and other related provisions from Conditions*.]]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(ii) Automatic Early Redemption [Automatic Early Redemption Payout [2200/1]

[56] Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities, Futures Securities and, in the case of FI Underlying Automatic Early Redemption, Currency Securities and Underlying Interest Rate Securities. In respect of OET Certificates, refer to § [34(g)] above.

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| | Payout: | [Automatic Early Redemption Payout 2200/2]<br><br>[Automatic Early Redemption Payout 2210/1]<br><br>[Automatic Early Redemption Payout 2210/2]<br><br>[[Automatic Early Redemption Payout [1230/1] / [1230/2] / [1240/1] / [1240/2] / [1240/3] / [1250/2] / [1250/3] / [1250/5] / [1260/1] / [1260/2] / [1320/2] / [1340/1] / [1340/2]]]<br><br>[*Insert related provisions from Conditions*]<br><br>[SPS Automatic Early Redemption Payout:<br><br>[*Insert formula, relevant value(s) and related provisions from Payout Conditions*]]<br><br>[Target Automatic Early Redemption:<br><br>[*Insert relevant provisions from Conditions*]]<br><br>[FI Underlying Automatic Early Redemption:<br><br>[*Insert relevant provisions from Conditions*]]<br><br>Accrual to Automatic Early Redemption: [Applicable/Not applicable]<br><br>[*Insert relevant provisions from Conditions*]<br><br>[FI Coupon Automatic Early Redemption:<br><br>[*Insert relevant provisions from Conditions*]] |
| (iii) | Automatic Early Redemption Date(s): | [*specify*] |
| (iv) | Observation Price Source: | [*specify*]/[Not applicable] |
| (v) | Underlying Reference Level [1]: | [Official level]/[Official close]/[last price]/[bid price]/[asked price]/[Standard Price]/[Not applicable]<br><br>SPS AER Valuation: [Applicable/Not applicable]<br><br>[*If applicable insert formula, relevant value(s) and related provisions from Payout Conditions*] |
| [(vi) | Underlying Reference Level 2: | [Standard Underlying Reference Level]/[Not applicable]] |
| [(vii) | SPS AER Valuation: | [Not applicable]/[Applicable]:<br><br>[SPS AER Value [1]:<br><br>[*insert relevant value(s) and related provisions from* |

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| | | *Payout Conditions*] |
| | | [SPS AER Value 2: |
| | | [*insert relevant value(s) and related provisions from Payout Conditions*]]] |
| (viii) | [(A)] Automatic Early Redemption Level [1]: | [*specify*] |
| | [(B) Automatic Early Redemption Level 2: | [*specify*]] |
| (ix) | Automatic Early Redemption Percentage: | [[●] per cent.]/[Not applicable] |
| (x) | AER Rate: | [*Insert relevant provisions from Conditions]*/[Not applicable] |
| (xi) | AER Exit Rate: | [Not applicable] |
| | | [AER Rate] |
| | | [*Insert relevant provisions from Conditions*] |
| | | [AER Athena up Rate] |
| | | [*Insert formula, relevant value(s) and related provisions from Payout Conditions*] |
| | | [AER CSN Rate] |
| | | [*Insert relevant provisions from Conditions*] |
| (xii) | Automatic Early Redemption Valuation Date(s)/Period(s): | [*specify*]/[AER Knock-out Date]/[As per Condition 34.11] |
| | | [AER 1 Redemption Valuation [Date(s)/Period(s)]: [*specify*] |
| | | [AER 2 Redemption Valuation [Date(s)/Period(s)]: [*specify*]] |
| | | [*For Fixed Income payouts, consider whether this is the interest determination date (i.e. 2 business days prior to the Automatic Early Redemption Date)*] |
| [(xiii) | AER Event 1 Underlying[s]: | [See item [●] below]/[Not applicable]] |
| [(xiv) | AER Event 2 Underlying[s]: | [See item [●] below]/[Not applicable]] |
| [(xv) | AER Event 1 Basket: | [Applicable]/[Not applicable]] |
| [(xvi) | AER Event 2 Basket: | [Applicable]/[Not applicable]] |

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| (y) | [Renouncement Notice Cut-off Time[57]] | [10.00 a.m. (Milan time)/5.00 p.m. (Milan time)][58]/[Not applicable] |
| (z) | [Strike Date:] | [*specify*]/[Not applicable]/[see item [●] above] |
| (aa) | [Strike Price:] | [*specify*] / [see item [●] above] / [Not applicable] |
| (bb) | [Redemption Valuation Date:] | [*specify*]/[As specified in Condition [●] in relation to Open End Certificates] (*N.B. Where Automatic Exercise applies the Certificates are Share Securities and the Shares are traded on the Italian regulated market organised and managed by Borsa Italiana insert "the [Scheduled Trading Day] immediately preceding the Exercise Date"*)/[Not applicable] |
| (cc) | [Averaging:] | Averaging [applies/does not apply] to the Securities. [The Averaging Dates are [*specify*].] (*Not applicable to Inflation Index Securities*)<br><br>[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] (as defined in Condition 28) will apply.] (*N.B. Not applicable to Index Securities relating to a Custom Index or Commodity Securities*)<br><br>[In the event that an Averaging Date is a Disrupted Day, the provisions of Annex 2 will apply] (*N.B. Only applicable to Index Securities relating to a Custom Index*) |
| (dd) | [Observation Dates:] | [*specify*]/[Not applicable]<br><br>[In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.] [Observation Day Disruption Consequences are not applicable.] (*N.B. Not applicable to Index Securities relating to a Custom Index or Commodity Securities*)<br><br>[In the event that an Observation Date is a Disrupted Day, the provisions of Annex 2 will apply] (*N.B. Only applicable to Index Securities relating to a Custom Index*) |
| (ee) | [Observation Period:] | [*specify*]/[Not applicable] (Not applicable to Inflation Index Securities) |
| (ff) | [Settlement Business Day:] | "**Settlement Business Day**" for the purposes of Condition 5 means [*specify*]. [Not applicable] (*N.B. Only applicable in the case of Physical Delivery Securities*) |
| (gg) | [Cut-off Date:] | [*specify*]/[Not applicable] (N.B. Only applicable in the |

[57] Complete in the case of Certificates listed on the Italian Stock Exchange.

[58] 10.00 a.m. (Milan time) where the Underlying are Shares listed in Italy or indices managed by Borsa Italiana, or otherwise choose 5.00 p.m.

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| | | case of Physical Delivery Securities and if provisions in Conditions not applicable) |
| (hh) | [Security Threshold on the Issue Date]: | [*Specify*]<br><br>(*Only relevant for Italian Listed Securities where ETS Final Payout 2210 and/or Automatic Early Redemption Payout 2210/1 are applicable*) |
| (ii) | Identification information of Holders as provided by Condition 29: | [Applicable / Not applicable] |

**DISTRIBUTION AND US SALES ELIGIBILITY**

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| **44.** | U.S. Selling Restrictions: | [Applicable/Not applicable] [*if not applicable delete all items*] |
| (a) | [Eligibility for sale of Securities in the United States to AIs (N.B. Only U.S. Securities issued by BNPP can be so eligible): | [The Securities are not eligible for sale in the United States.][The Securities are eligible for sale into the United States to AIs.]<br><br>[*Where Securities are eligible for sale in the United States to AIs, include the following:*<br><br>(i) The Securities will be issued in the form of Private Placement Definitive Securities;<br><br>(ii) The Securities may [not] be issued concurrently outside the United States to non-U.S. persons [(such Securities to be represented by a Regulation S Global Security)];<br><br>(iii) The Securities may [not] be transferred to QIBs (N.B. Securities may only be transferred to QIBs if eligible for sale to QIBs as provided in paragraph (b) below);<br><br>(iv) The Securities may [not] be transferred to non-U.S. persons;<br><br>(v) The Securities may [not] be transferred to AIs;<br><br>(vi) [insert applicable U.S. federal and state legends and selling restrictions and specify details of any transfer restrictions and any necessary certifications, if different from those set out in the Conditions (N.B. Such restrictions may be necessary, inter alia, in relation to Commodity Securities)]; and<br><br>(vii) [*specify any amendments to the form of Exercise Notice (the form of* which *is set out in a schedule to the Agency Agreement*)].] |

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| (b) | [Eligibility for sale of Securities in the United States to QIBs within the meaning of Rule 144A (N.B. except as provided in (c) below only U.S. Securities issued by BNPP can be so eligible): | [The Securities are not eligible for sale in the United States.][The Securities are eligible for sale in the United States under Rule 144A to QIBs.]<br><br>[Where Securities are eligible for sale in the United States under Rule 144A to QIBs, include the following:<br><br>(i) The Rule 144A Global Security will be deposited with [a custodian for DTC]/[a common depositary on behalf of Clearstream, Luxembourg/Euroclear/Iberclear/other relevant clearing system];<br><br>(ii) The Securities may [not] be issued concurrently outside the United States to non-U.S. persons [(such securities to be represented by a Regulation S Global Security)];<br><br>(iii) The Securities may [not] be transferred to QIBs;<br><br>(iv) The Securities may [not] be transferred to non-U.S. persons;<br><br>(v) The Securities may [not] be transferred to AIs (N.B. Securities may only be transferred to AIs if eligible for sale to AIs as provided for in paragraph (a) above);<br><br>(vi) [insert applicable U.S. federal and state legends and selling restrictions and specify details of any transfer restrictions and any necessary certifications, if different from those set out in the Conditions (N.B. Such restrictions may be necessary, inter alia, in relation to Commodity Securities)]; and<br><br>(vii) [*specify any amendments to the form of Exercise Notice (the form of which is set out in a schedule to the Agency Agreement)*].] |
| (c) | [Eligibility for sale of Securities in the United States to QIBs within the meaning of Rule 144A who are also QPs within the meaning of the Investment Company Act (N.B. All U.S. Securities issued by BNPP B.V. must include these restrictions in lieu of restrictions in (a) or (b) above) | [The Securities are not eligible for sale in the United States.][The Securities are eligible for sale in the United States to persons who are both QIBs and also QPs.]<br><br>[Where Securities issued by BNPP B.V. are eligible for sale in the United States, include the following:<br><br>(i) The Securities are issued by BNPP B.V.;<br><br>(ii) [The Securities will be issued in the form of Private Placement Definitive Securities] [The Rule 144A Global Security will be deposited |

with [a custodian for DTC]/[a common depositary on behalf of Clearstream, Luxembourg/Euroclear/Iberclear/other relevant clearing system]];

(iii) The Securities may [not] be issued concurrently outside the United States to non-U.S. persons [(such Securities to be represented by a Regulation S Global Security)];

(iv) The Securities may only be transferred to persons who are both QIBs and QPs;

(v) The Securities may [not] be transferred to non-U.S. persons;

(vi) The Securities may not be transferred to AIs;]

**45.** Additional U.S. Federal income tax consequences: [*insert details*]/[Not applicable]

**46.** Registered broker/dealer: [BNP Paribas Securities Corp.]/[*specify other*][59]/[Not applicable]

(*If syndicated, specify names of the Manager(s)*)

**47.** TEFRA C or TEFRA Not Applicable: [TEFRA C/TEFRA Not Applicable]

**48.** Non-exempt Offer: [Applicable][Not applicable] (*if not applicable, delete the remaining placeholders of this paragraph 48 and paragraph 7 of Part B*)

(i) Non-exempt Offer Jurisdictions: [*Specify relevant Member State(s) where the Issuer intends to make Non-exempt Offers (select from the list of Non-exempt Offer Jurisdictions in the Base Prospectus) - which must be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)*]

(ii) Offer Period: [*specify date and, if applicable, time] until [and including] [specify date (and, if applicable, time) or a formula such as "the Issue Date" or "the date which falls [●] Business Days thereafter"*][subject to any early closing]].

(iii) 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)*]

(iv) General Consent: [Not Applicable]/[Applicable]

[59] If U.S. Securities [N.B. if U.S. Securities are issued by BNPP B.V, the [broker/dealer] shall be BNP Paribas Securities Corp.]

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| (v) | Other Authorised Offeror Terms: | [Not Applicable] [*add here any other Authorised Offeror Terms*]<br><br>*(Authorised Offeror Terms should only be included here where General Consent is applicable)*<br><br>(*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 the base prospectus (and any supplement) has been notified/passported.*) |

**PROVISIONS RELATING TO COLLATERAL AND SECURITY**

| | | | |
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| **49.** | Collateral Security Conditions: | | [Applicable - Annex 13 (Additional Terms and Conditions for Secured Securities) will apply/Not applicable]<br><br>*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*<br><br>*[Part A/Part B/Part C] of Annex 13 will apply.] (specify)*<br><br>*[Only specify Part B where the Securities are Collateral Asset Linked Securities]* |
| | (a) | Collateral Pool: | [*specify*] |
| | (b) | Type of Collateral Pool: | [Single Series Pool/Multiple Series Pool] |
| | (c) | (i) Eligible Collateral: | [*specify*] [Cash denominated in [Euro][an Eligible Currency] [Eligible Currency(ies)-[ ]] [*specify eligible currencies if Eligible Collateral consists of cash other than in Euro*] [Eligible Equity Collateral] [Linked Note Collateral[Credit Linked Note Collateral][Loan Participation Note Collateral][Loan Collateral][Convertible Bond Collateral][Exchangeable Bond Collateral][Covered Bond Collateral][Pfandbriefe Collateral][Zero Coupon Bond Collateral][Vanilla Debt Securities][Eligible ABS Collateral]Eligible Fund Collateral][issued by[●]/[with ISIN [●] (*specify*]/ [Specify further details][See table in Part B for further details of the assets] [Initial Collateral Assets: Applicable/Not Applicable][*Specify*][*Delete if Part C of Annex 13 is not applicable*][*Where the Securities are Collateral Asset Linked Securities, this paragraph 48(c) should be completed in conjunction with paragraphs 48(u)(iii) and 48*] |
| | | (i) Fallback Collateral: | [Not applicable]/ [specify] [Cash denominated in |

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| | | [Euro][an Eligible Currency] [Eligible Currency(ies) [ ]] [specify eligible currencies if Eligible Collateral consists of cash other than in Euro] [Eligible Equity Collateral] [Linked Note Collateral[Credit Linked Note Collateral][Loan Participation Note Collateral][Loan Collateral][Convertible Bond Collateral][Exchangeable Bond Collateral][Covered Bond Collateral][Pfandbriefe Collateral][Zero Coupon Bond Collateral][Vanilla Debt Securities][Eligible ABS Collateral]Eligible Fund Collateral][issued by[●]/[with ISIN [●] (specify]/ [Specify further details][See table in Part B for further details of the assets] |
| (d) | Type of collateralisation: | [MTM Collateralisation]/[Partial MTM Collateralisation]/[Nominal Value Collateralisation] / [Partial Nominal Value Collateralisation] [*NB - Nominal Value Collateralisation and Partial Nominal Value Collateralisation may only be applicable for Certificates*] [- Partial Collateralisation Level is equal to [*specify*]][*NB - where Partial MTM Collateralisation or Partial Nominal Value Collateralisation is applicable, specify level]* |
| (e) | Type of enforcement: | [Collateral Cash Settlement]/[Physical Delivery Of Collateral] /[See Part B of Annex 13][*Specify where the Certificates are Collateral Asset Linked Certificates*]/[See Collateral Security Condition 9 of Part C of Annex 13][*Specify where the Certificates are Collateral Asset Linked Certificates and Part C of Annex 13 applies*] |
| (f) | Haircut: | [Applicable/Not applicable] |
| (g) | Security Termination Amount: | [Security Value Termination Amount]/[Security Value Realisation Proceeds]/[Nominal Value Realisation Proceeds]/[Partial Nominal Value Realisation Proceeds]/[Nominal Value Amount]/[Shortfall Value Amount]/[*specify*]/[Security MTM Termination Amount] [*NB: Nominal Value Realisation Proceeds, Partial Nominal Value Realisation Proceeds or Nominal Value Amount should not be specified as the Security Termination Amount if MTM Collateralisation or Partial MTM Collateralisation have been specified in paragraph (d) above*] [*Only specify Security MTM Termination Amount where Part B* of *Annex 13 applies or Collateral Security Condition* 9 *of Part C of Annex 13 applies*] |
| (h) | Priority of Payments: | [Not applicable]/Holder Priority of Payments, Swap Counterparty Priority of Payments, Repo Counterparty Priority of Payments, Unwind Priority of Payments [*specify*] [*NB The same Priority of Payments must apply* |

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| | | *to each series of Secured Securities secured by the same Collateral Pool*][*Specify not applicable if Part B or Part C of Annex 13 applies*] |
| (i) | Additional or Alternative Security Agreement(s): | [None]/[*Specify details including governing law*] |
| (j) | Limited Diversification: | [Applicable/Not applicable] |
| (k) | Collateral Valuation Dates: | [*specify*]/[None] |
| (l) | Collateral Calculation Agent: | [BNP Paribas Arbitrage S.N.C.]/[BNP Paribas]/[*specify*]/[Not applicable] |
| (m) | Collateral Custodian: | [BNP Paribas Securities Services, Luxembourg Branch]/[*specify*] |
| (n) | Collateral Agent: | [BNP Paribas Trust Corporation UK Limited]/[*specify*] |
| (o) | Swap Agreement: | [Applicable/Not applicable] |
| (p) | Swap Counterparty: | [BNP Paribas Arbitrage S.N.C.]/[BNP Paribas] [Not Applicable]/[*specify*] |
| (q) | Repurchase Agreement: | [Applicable/Not applicable] |
| (r) | Repo Counterparty: | [BNP Paribas Arbitrage S.N.C.]/[BNP Paribas] [Not Applicable]/[*specify*] |
| (s) | (i) Collateral Asset Default: | [Applicable]/[Not applicable] [Collateral Asset Default] [Collateral Asset Issuer Default] [Collateral Default Event] *(NB: Collateral Asset Issuer Default may only be specified if Part A of Annex 13 is applicable and Collateral Default Event may only be specified where Part B of Annex 13 is applicable. Delete if Collateral Asset Default is not applicable)*<br><br>[Collateral Physical Settlement: [Applicable/Not applicable]] [Disruption Cash Settlement Price: *specify if Collateral Physical Settlement is applicable*]/[[Default Redemption]/[Option Value Redemption] is applicable.<br><br>[*NB Delete Collateral Physical Settlement, Disruption Cash Settlement Price, Default Redemption/Option Value Redemption if Collateral Asset Default is not applicable*] |
| | (i) Hedging Failure: | [Applicable]/[Not applicable] |
| (t) | Collateral Security Credit Certificates: | [Collateral Security Condition 8 in [Part B][Part C] of Annex 13 is applicable and the Secured Securities are Collateral Security Credit Certificates]/[Not applicable] *[If not applicable delete the remaining sub paragraphs of this paragraph*] |

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| | (i) | Redemption Date: | [*specify*] |
| | (ii) | Reference Entity: | [*specify*] |
| | (iii) | Terms relating to Settlement: | [As per Collateral Security Condition 8] |
| | (iv) | Accrual of Interest upon Credit Event: | [As per Collateral Security Condition 8.3(a)(i)]/[As per Collateral Security Condition 8.3(a)(ii)]/[Not applicable] |
| (u) | Collateral Asset Linked Securities: | | [[Part B of Annex 13] [Collateral Security Condition 9 of Part C of Annex 13] is applicable and the Secured Securities are Collateral Asset Linked Securities]/[Not applicable] [*If not applicable delete the remaining sub paragraphs of this paragraph*] |
| | (i) | Initial Posting Date: | [Issue Date]/[*specify*] |
| | (ii) | Distributor: | [*specify*]/[None] |
| | (iii) | MTM Adjustable Assets: | [*specify*]/[*Include ISINs where applicable*] [*NB must also constitute Eligible Collateral*]/[Not applicable] [NB "Not applicable" to be specified only in respect of Notional Value Collateral Asset Linked Securities] |
| | (iv) | Reference Collateral Assets: | [*specify*]/[*Include ISINs where applicable*][*NB must also constitute Eligible Collateral*] |
| | (v) | Reference Collateral Assets Issuer: | [*specify*] |
| | (vi) | Reference Delivery Amount: | [As per Conditions]/[*specify*] |
| | (vii) | Security MTM Termination Amount: | [Realisation Proceeds Share]/[*specify*] |
| | (viii) | Scheduled Underlying Reference Linked Payment(s): | [Premium Amount(s)]/[*specify*]/[Not applicable] |

**Responsibility**

The Issuer accepts responsibility for the information contained in these Final Terms. To the best of the knowledge of the Issuer (who has taken all reasonable care to ensure that such is the case), the information contained herein is in accordance with the facts and does not omit anything likely to affect the import of such information.

[**THIRD PARTY INFORMATION**

[The information included in [the Annex] (the "**[●] Information**") consists of extracts from or summaries of information that is publicly available in respect of [●]. 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 inaccurate or misleading.][60]]

[60] Include only if such information has been included.

Signed on behalf of [BNP Paribas Arbitrage Issuance B.V.]/[BNP Paribas]/[BNP Paribas Fortis Funding] /[BGL BNP Paribas]

As Issuer:

By:

Duly authorised

## PART B – OTHER INFORMATION

### 1. Listing and Admission to trading – [De-listing]

[The Securities are unlisted.]/[Application has been made to list the Securities on [the Official List of the Luxembourg Stock Exchange/ Euronext Paris/ Euronext Brussels] and to admit the Securities for trading on [the Luxembourg Stock Exchange's regulated market/Euro MTF Market/Euronext Paris/Euronext Brussels] [with effect from [●]].]/[Application will be made to list the Securities on the Italian Stock Exchange and to admit the Securities described herein for trading on the electronic "Securitised Derivatives Market" (the "**SeDeX**"), organised and managed by Borsa Italiana S.p.A. [with effect from [●]]]/[Application has been made to list the Securities on the stock exchange of [Madrid/Barcelona/Valencia/Bilbao] and to admit the Securities to trading in the Warrants and Certificates Module of the Spanish stock market trading system (*Sistema de Interconexión Bursátil Español* ("**SIBE**")) [with effect from [●]].]/[Application will be made to list the Securities on [ Euronext Paris/[NYSE Euronext Lisbon - Sociedade Gestora de Mercados Regulamentados, S.A. ("**Euronext Lisbon**")/OPEX - Sociedade Gestora de Sistema de Negociação Multilateral, S.A. ("**OPEX**")/ Euronext Brussels] and to admit the Securities described herein for trading on [ Euronext Paris/ Euronext Brussels/EasyNext Lisbon managed by Euronext Lisbon]/[PEX managed by OPEX/ Euronext Paris] [with effect from [●]].]/[Application will be made to list the Securities on the Nordic Derivatives Exchange Stockholm (the "**NDX**") and to admit the Securities for trading on the NDX [with effect from [●]].] [Application [has been/will be] made to list the Securities and to admit the Securities for trading [with effect from [●]] on the Official List of NASDAQ OMX Helsinki Ltd. and/or on the Nordic Derivatives Exchange of the Nordic Growth Market NGM AB]/[*specify other exchange*]. [Application will be made for the Securities to be admitted to trading on the Multilateral Trading Facility EuroTLX (managed by EuroTLX SIM S.p.A.) [with effect from [●]]. The Issuer is not a sponsor of, nor is it responsible for, the admission and trading of the Securities on the EuroTLX and no assurance can be given that any such application will be successful.] [Application will be made to list the Securities and to admit the Securities for trading on the Official List of NASDAQ OMX Stockholm [with effect from [●]].]/[Application has been made to list the Securities on the Official List of the Freiverkehr Stock Exchange and to admit the Securities for trading on the Frankfurt Stock Exchange's Regulated Unofficial Market ("Freiverkehr" section) [with effect from [●]].] [Application has been made to the UK Listing Authority for the Securities to be admitted to the Official List and to the London Stock Exchange for the Securities to be admitted to trading on the London Stock Exchange's Regulated Market for listed securities [with effect from [●]].][Application has been made to list the Securities on the Main Board of the Johannesburg Stock Exchange and to admit the Securities described herein for trading through the Central Securities Depository [with effect from [●]].] [Application has been made to list the Securities on NYSE Alternext Brussels and to admit the Securities for trading on NYSE Alternext Brussels. [with effect from [●]]]

[The de-listing of the Securities on the [exchange/regulated market] specified above shall occur on [*specify*], subject to any change to such [date/period] by such [exchange/regulated market] or any competent authorities, for which the Issuer [and the Guarantor] shall under no circumstances be liable].

[Estimate of total expenses related to admission to trading: [●]][61]

(*Where documenting a fungible issue need to indicate if original Securities are already admitted to trading*)

### 2. [Ratings

Ratings: [The Securities to be issued [[have been]/[are expected to be]] rated [*insert details*] by [*insert credit rating agency name(s)*].]

[61] Delete if minimum denomination is less than EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date) or if the Securities are Derivative Securities.

[The Securities have not been rated.]

[*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider:*

[●]

*(The above disclosure should reflect the rating allocated to Securities of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*]]

[[*Insert credit rating agency*] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority.]

***EITHER*** *[[Insert the legal name of the relevant CRA entity] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended). [As such [insert the legal name of the relevant CRA entity] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation.]*

***OR*** *[[Insert the legal name of the relevant non-EU CRA entity] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended)[. [Insert the legal name of the relevant non-EU CRA entity] is therefore not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation]*

***OR*** *[[Insert the legal name of the relevant non-EU CRA entity] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). The ratings have been endorsed by [insert the legal name of the relevant EU-registered CRA entity] in accordance with the CRA Regulation. [Insert the legal name of the relevant EU CRA entity] is established in the European Union and registered under the CRA Regulation[. As such [insert the legal name of the relevant EU CRA entity] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].] The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (delete as appropriate)] which have been endorsed by [insert the legal name of the relevant EU CRA entity that applied for registration] may be used in the EU by the relevant market participants.]*

***OR*** *[[Insert the legal name of the relevant non-EU CRA entity] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**), but it [is]/[has applied to be] certified in accordance with the CRA Regulation[[ **[EITHER:]** and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation] [ [**OR:**] although notification of the corresponding certification decision has not yet been provided by the European Securities and Markets Authority and [insert the legal name of the relevant non-EU CRA entity] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].]*

***OR*** *[[Insert the legal name of the relevant CRA entity] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority [ and [insert the legal name of the relevant CRA entity] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation].]*

***OR*** *[[Insert the legal name of the relevant non-EU CRA entity] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the* ***CRA Regulation****). However, the application for registration under the CRA Regulation of [insert the legal name of the relevant EU CRA entity that applied for registration], which is established in the European Union, disclosed the intention to endorse credit ratings of [insert the legal name of the relevant non-EU CRA entity][, although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority and [insert the legal name of the relevant EU CRA entity] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].] The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/Mexico (delete as appropriate)] which have been endorsed by [insert the legal name of the relevant EU CRA entity that applied for registration] may be used in the EU by the relevant market participants.]*

**3. [Interests of Natural and Legal Persons Involved in the [Issue/Offer]**

[*Need to include a description of any interest, including conflicting interest, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement*]:

"Save as discussed[ in the "*Potential Conflicts of Interest*" paragraph in the "*Risk Factors*" in the Base Prospectus], so far as the Issuer is aware, no person involved in the offer of the Securities has an interest material to the offer."]

**4. [Reasons for the Offer, Estimated Net Proceeds and Total Expenses**[62]

(a) Reasons for the offer: [●]

(*See "Use of Proceeds" wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.*)

(b) Estimated net proceeds: [Up to] [●]

(*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*][63]]

[62] Disclosure in respect of Estimated Net Proceeds and Total Expenses is only required if reasons for the offer are disclosed and the Securities are derivative securities to which Annex XII of the Prospectus Regulation applies.

[63] Not required for debt securities with a denomination per unit of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date).

## 5. Performance of Underlying/Formula/Other Variable and Other Information concerning the Underlying Reference

[*Need to include details of where past and further performance and volatility of the index/formula/other variables can be obtained. If there is a derivative component in the interest or the Securities are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, an example of how the value of the investment is affected by the value of the underlying may be included.*]

[*Where the underlying is an index need to include the name of the index and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained*]

[*Where the underlying is a security need to include the name of the issuer of the security and the ISIN (International Security Identification Number) or other such security identification code*]

[*Where Securities are Italian Listed Certificates include Cash Settlement Amount yield scenarios, i.e. positive scenario, intermediate scenario and worst case scenario; include back testing simulation; and include the source of all third party information*][64]

[The Certificates relate to the Series [●] Preference shares of the BNP Paribas Synergy Limited relating to [*insert reference asset*].

The performance of the Preference Shares depends on the performance of the relevant underlying asset(s) or basis of reference to which the Preference Shares are linked (the "**Preference Share Underlying**"). The Preference Share Underlying is [*insert reference asset*]. Information on the Preference Share Underlying (including past and further performance and volatility) is published on Reuters page [●].

The Preference Share Value will be published on [each] Business Day on [Reuters] page [●].][65]

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].

## 6. Operational Information

| | |
|---|---|
| Relevant Clearing System(s): | [Euroclear and Clearstream, Luxembourg/DTC/Euroclear France/Iberclear/Euroclear UK & Ireland/Euroclear Sweden/Euroclear Finland/Monte Titoli/Clearstream, Frankfurt/VP Denmark/*other*]<br><br>[*if Iberclear add: [Insert relevant entity] will act as link entity [Entidad de Enlace]/Paying Agent (Entidad de Pago)/Depositary Entity (Entidad Depositaria)/Liquidity Entity/Entidad Especialista)*]<br><br>[*N.B. Ensure all relevant entities have been appointed and formalities complied with in accordance with the rules and regulations of the relevant clearing system*] |
| If other than Euroclear Bank S.A./N.V., Clearstream Banking, société anonyme, Euroclear France, [Iberclear], [Monte Titoli/Clearstream, Frankfurt] | [Identification number(s):] |

64 Additional consideration should be given to disclosure in the case of U.S. Certificates.

65 Include for Preference Share Certificates.

include the relevant identification number(s) and in the case of Swedish Dematerialised Securities, the Swedish Security Agent [and in the case of Danish Dematerialised Securities, the Danish Security Agent] [and in the case of Finnish Dematerialised Securities, the Finnish Security Agent] [and in the case of CREST Dematerialised Securities, the Euroclear Registrar]:

[*N.B. Ensure all relevant entities have been appointed and formalities complied with in accordance with the rules and regulations of the relevant clearing system*]

[Swedish Security Agent;

[Svenska Handelsbanken AB (publ)/*other*]

Address: [ ]]

[Contact details of the Finnish Security Agent will be included in the applicable Final Terms.]

[Contact details of the Danish Security Agent will be included in the applicable Final Terms.]

[Contact details of the Euroclear Registrar will be included in the applicable Final Terms]

**7. [Terms and Conditions of the Public Offer]**

| | |
|---|---|
| Offer Price: | [Issue Price/Not applicable/*specify*] |
| [Conditions to which the offer is subject:] | [Not applicable/*give details*]<br><br>[The Issuer will in its sole discretion determine the final amount of Securities issued up to a limit of [●]. The final amount that are issued on [●] will be listed on the [Official List of the Luxembourg Stock Exchange/Euronext Paris/Euronext Brussels/Italian Stock Exchange/stock exchange of [Madrid/Barcelona/Valencia/Bilbao]/Euronext Paris/Euronext Brussels/[*specify other exchange*]]. Securities will be allotted subject to availability in the order of receipt of investors' applications. The final amount of the Securities issued will be determined by the Issuer in light of prevailing market conditions, and in its sole and absolute discretion depending on the number of Securities which have been agreed to be purchased as of [●].] |
| [Description of the application process:] | [Not applicable/*give details*] |

| | |
|---|---|
| [Details of the minimum and/or maximum amount of application:] | [Not applicable/*give details*] |
| [Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:] | [Not applicable/*give details*] |
| [Details of the method and time limits for paying up and delivering the Securities:] | [Not applicable/*give details*] |
| [Manner in and date on which results of the offer are to be made public:] | [Not applicable/*give details*] |
| [Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:] | [Not applicable/*give details*] |
| [Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made:] | [Not applicable/*give details*] |
| [Amount of any expenses and taxes specifically charged to the subscriber or purchaser:] | [Not applicable/*give details*] |

**8. [Placing and Underwriting]**

| | |
|---|---|
| [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 48 of Part A and identifiable from the Base Prospectus/None/give details] |
| Name and address of the co-ordinator(s) of the global offer and of single parts of the offer:[66] | [●] |
| Name and address of any paying agents and depository agents in each country (in addition to the Principal Security Agent): | [●] |
| Entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under "best efforts" arrangements:[67] | [●] |
| When the underwriting agreement has been or will be reached:] | [●] |

**9. [Yield (in the case of Certificates)**

[*Fixed Rate Certificates only*]

[*An indication of yield. Describe the method whereby that yield is calculated in summary form.*]]

[66] Where not all of the issue is underwritten, a statement of the portion not covered.

[67] See "Risk Factors relating to Securities – Potential Conflicts of Interest" in the Base Prospectus for further information.

**10.** [**Historic Interest Rates (in the case of Certificates)**

[Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]/[Not applicable]]

**11. [Form of Exercise Notice (in the case of Warrants other than US Warrants)**

**EXERCISE NOTICE**

(to be completed by the Holder of the Warrant)

[BNP Paribas Arbitrage Issuance B.V./BNP Paribas/[BNP Paribas Fortis Funding]/[BGL BNP Paribas]

[insert title of Warrants]

ISIN: [ ]

(the "**Warrants**")

To: [*Italian Security Agent*]

[address]

Fax No: [ ]

We/I the undersigned Holder(s) of the Warrants

hereby

(i) communicate that we are exercising the rights granted by the Warrants in accordance with the Terms and Conditions of the Securities, as amended and/or supplemented by the applicable Final Terms (the "**Warrant Terms**");

(ii) confirm that Monte Titoli is irrevocably instructed to debit before the Settlement Date our securities account with the number of Warrants being hereby exercised and acknowledge that failure to give such instruction shall result in this Exercise Notice being null and void;

(iii) confirm that we will pay all Exercise Expenses with regards to the Warrants, and authorise the deduction of any amount in respect thereof from any Cash Settlement Amount due to us and/or to debit our account;

(iv) acknowledge that expressions defined in the Warrant Terms shall bear the same meanings in this Exercise Notice;

(v) understand that if this Exercise Notice is not completed and delivered as provided in the Warrant Terms or is determined to be incomplete or not in proper form (in the determination of the Italian Security Agent) (in consultation with Monte Titoli), it will be treated as null and void;

(vi) understand that if this Exercise Notice is subsequently corrected to the satisfaction of the Italian Security Agent, it will be deemed to be a new Exercise Notice submitted at the time such correction was delivered to the Italian Security Agent;

(vii) confirm that the beneficial owner of each Warrant being exercised is not a U.S. person, the Warrant is not being exercised within the United States or on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any exercise thereof; and

(viii) authorise that, if such certification is required in connection with any legal or administrative proceedings commenced or threatened in connection with any securities, commodities, tax or other laws of the United States of America, you may produce this Exercise Notice to any interested party in such proceedings.

Details of Holder(s)

Name:

_____

Address:

_____

Fax No: [ ]

_____

Telephone No: [ ]

_____

Series No. of the Warrants:

_____

Number of Warrants/Units being exercised:

_____

Details of the securities account to be debited with the number of Warrants/Units being exercised:

_____

Details of the account to be credited with payment by the Issuer of the Cash Settlement Amount for each Warrant/Unit exercised:

_____

Place and date:

_____

Signature of the Holder

Name of beneficial owner of the Warrants

_____

_____

signature][68]

[68] Insert in the case of Warrants listed on the Italian Stock Exchange.

**12. [Form of Renouncement Notice**

**RENOUNCEMENT NOTICE**

(to be completed by the Holder of the Security)

[BNP Paribas Arbitrage Issuance B.V./BNP Paribas/[BNP Paribas Fortis Funding]/[BGL BNP Paribas]

[*insert title of Securities*]

ISIN: [ ]

(the "**Securities**")

To: [*Italian Security Agent*]

[address]

Fax No: [ ]

We/I the undersigned Holder(s) of the Securities hereby communicate that we are renouncing the automatic exercise on the Exercise Date [scheduled to fall on [●]][69] of the rights granted by the Securities in accordance with the Terms and Conditions of the Securities, as amended and/or supplemented by the applicable Final Terms (the "**Security Terms**").

Series No. of the Securities:

Number of Securities the subject of this notice:

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

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

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

Place and date:

Signature of the Holder

Name of beneficial owner of the Securities

Signature][70]]

[69] Only applicable to Multiple Exercise Securities.

[70] Insert in the case of Italian Listed Securities.

**13. [Description of Collateral Assets**

Assets meeting the criteria in the table set out below under the headings "Eligible Collateral" and "Other information" shall constitute Collateral Assets:]

| | *Eligible Collateral* [71] | *Other information* |
|---|---|---|
| [(A)] | [A pool of] [D]/d]ebt securities [issued and guaranteed by [ ] with a minimum eligible rating of [*specify*] whose issuer or guarantor must be incorporated in [*specify*] and which must be traded on [*specify relevant regulated markets*] | |
| [(B)] | A pool of equity securities with a minimum eligible rating of [*specify*] the issuer or guarantor of which must be incorporated in [*specify*] and which must be traded on [*specify relevant regulated markets*] | |
| [(C)] | A pool of shares, units or interests in Collective Investment Schemes the issuer of which must be incorporated in [*specify*], the regulatory authority of which must be [*specify*] and which have minimum assets under management of [*specify*] | |
| [(D)] | Cash deposit denominated in [*specify currency*] (the "Eligible Currency") | |
| [(E)] | *[Specify details of other Collateral Assets where applicable]* | |

**14. Buy-back Provisions**

[Applicable/Not applicable]

(*N.B. Only applicable in relation to French law governed Certificates*)

(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(a) Minimum Size:

[●/ Not applicable]

(b) Maximum Size:

[●/ Not applicable]

(c) Buy-back Settlement Date:

[*specify*]

[71] Delete as applicable and if details are provided in paragraph 49 of Part A.

(d) Contact details of BNP Paribas Arbitrage S.N.C.:

[*specify contact details if different than those included in Section 17 of the General Information section of the Base Prospectus*]

(e) Formula applicable for calculating the Purchase Price:

(*Insert the formula set out in Section 17 of the General Information section of the Base Prospectus or insert any other applicable formula, in each case together with all related definitions and other applicable provisions*)

## ANNEX – ANNEX FOR CREDIT SECURITIES

[●]

## TERMS AND CONDITIONS OF THE NOTES

***The following is the text of the Terms and Conditions of the Notes which will include the additional terms and conditions for payouts for Securities contained in Annex 1, the additional terms and conditions contained in Annex 2 in the case of Index Securities, the additional terms and conditions contained in Annex 3 in the case of Share Securities, the additional terms and conditions contained in Annex 4 in the case of ETI Securities, the additional terms and conditions contained in Annex 5 in the case of Debt Securities, the additional terms and conditions contained in Annex 6 in the case of Commodity Securities, the additional terms and conditions contained in Annex 7 in the case of Inflation Index Securities, the additional terms and conditions contained in Annex 8 in the case of Currency Securities, the additional terms and conditions in Annex 9 in the case of Fund Securities, the additional terms and conditions contained in Annex 10 in the case of Futures Securities, the additional terms and conditions contained in Annex 11 in the case of Underlying Interest Rate Securities, the additional terms and conditions contained in Annex 12 in the case of Credit Securities or any other Annex (each, an "Annex' and, together the "Annexes") which may be added from time to time in the case of any other security linked to any other Underlying Reference (the "Terms and Conditions") which will be attached to or incorporated by reference into each Global Note and endorsed upon each definitive Note or in the case of Italian Dematerialised Notes (as defined below) will apply to such Notes. In the case of Italian Dematerialised Notes the applicable Final Terms in respect of such Notes will be available at the specified office of the relevant Issuer and at the office of the Italian Agent (in each case specified in the applicable Final Terms).***

For the purposes of Notes which are 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 ("**Exempt Securities**"), references in these Terms and Conditions to "Final Terms" shall be deemed to be references to "Pricing Supplement". 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 of the European Economic Area.

This Note is one of a Series of the Notes ("**Notes**", which expression shall mean (i) in relation to any Notes represented by a Note in global form (a "**Global Note**", which term shall include any Bearer Global Note or Registered Global Note), units of the lowest Specified Denomination (as specified in the applicable Final Terms) in the Specified Currency of the relevant Notes, (ii) definitive Notes issued in exchange (or part exchange) for a Global Note, (iii) any Global Note and (iv) Italian Dematerialised Notes (as defined below)) issued by the Issuer specified as such in the applicable Final Terms being any of BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**"), BNP Paribas Fortis Funding ("**BP2F**") or BGL BNP Paribas ("**BGL**" (either directly or, if so specified in the applicable Final Terms, acting through a specified branch ("**Specified Branch**")), each an "**Issuer**" and references herein to the "**relevant Issuer**" being to the Issuer of the relevant Notes) subject to, and with the benefit of, a Note agency agreement (the "**Note Agency Agreement**", which expression includes the same as it may be updated, amended, supplemented or restated from time to time) dated on or around 9 June 2015 and made between BNPP B.V. as issuer, BNP Paribas ("**BNPP**") as guarantor (where the Issuer is BNPP B.V.) (in such capacity, the "**BNPP Guarantor**") and, if specified in the applicable Final Terms, calculation agent, BP2F as Issuer and (where the Issuer is BP2F) BNP Paribas Fortis SA/NV ("**BNPPF**") as guarantor (in such capacity, the "**BNPPF Guarantor**" and, together with the BNPP Guarantor, the "**Guarantors**" and each a "**Guarantor**") and, if specified in the applicable Final Terms, calculation agent, BGL as issuer and, if specified in the applicable Final Terms, calculation agent, BNP Paribas Securities Services, Luxembourg Branch as transfer agent and, if specified as principal paying agent in the applicable Final Terms, principal paying agent (the "**Transfer Agent**" and, if applicable, the "**Principal Paying Agent**" which expressions shall include any successor as transfer agent or principal paying agent, as applicable), BNP Paribas Securities Services, Milan Branch as paying agent and Italian agent (the "**Italian Agent**" which expression shall include any successor as paying agent and Italian agent) and, if specified as principal paying agent in the applicable Final Terms, principal paying agent, (the "**Principal Paying Agent**" which expression shall include any successor as principal paying agent), BNP Paribas Arbitrage S.N.C. if specified in the Final Terms as calculation agent (together with BNP Paribas, BNPPF and BGL each a "**Calculation Agent**" which

expression shall include any other calculation agent specified in the applicable Final Terms) and, if specified as principal paying agent in the applicable Final Terms, the principal paying agent (the "**Principal Paying Agent**" which expression shall include any successor as principal paying agent), BNP Paribas Securities Services, Luxembourg Branch as registrar (the "**Registrar**", which expression shall include any successor registrar) and the other paying agents and transfer agents named therein (together with the Principal Paying Agent, the "**Paying Agents**" and "**Transfer Agents**" which expressions shall include any additional or successor paying agents or transfer agents). The Principal Paying Agent, the Italian Agent, Registrar and Transfer Agents are referred to together as the "**Agents**".

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing) and "**Series**" means each original issue of Notes together with any further issues expressed to be consolidated and form a single series with the original issue and which have the same terms and conditions or terms and conditions which are the same in all respects save for the Issue Date, Issue Price, the amount and date of the first payment of interest thereon (if any) and/or the date from which interest (if any) starts to accrue and the expressions "**Notes of the relevant Series**" and "**Noteholders of the relevant Series**" and related expressions shall be construed accordingly.

The holders for the time being of the Notes ("**Noteholders**" or "**Holders**"), which expression shall, in relation to any Notes represented by a Global Note or any Italian Dematerialised Note, be construed as provided in Condition 1, the holders of the Coupons (as defined below) appertaining to interest-bearing definitive Bearer Notes (the "**Couponholders**"), the holders of the Talons (the "**Talonholders**") and the holders of the Receipts (the "**Receiptholders**") are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Note Agency Agreement and the applicable Final Terms, which are binding on them. Certain statements in these Terms and Conditions are summaries of, and are subject to, the detailed provisions of the Note Agency Agreement. Copies of the Note Agency Agreement (which contains the form of Final Terms) and the Final Terms for the Notes of this Series are available from the principal office of the Principal Paying Agent and the Paying Agents set out at the end of these Terms and Conditions.

The Noteholders, the Receiptholders and the Couponholders are entitled to the benefit of a deed of covenant (the "**Deed of Covenant**" which expression includes the same as it may be amended, supplemented and/or restated from time to time) dated on or around 9 June 2015 and made by the Issuers. The original of the Deed of Covenant is held by a common depositary on behalf of Euroclear Bank SA/NV and Clearstream Banking, société anonyme, Luxembourg ("**Clearstream, Luxembourg**").

Subject as provided in the relevant Guarantee (as defined below), (i) where the Issuer is BNPP B.V., the obligations of BNPP B.V. with respect to physical delivery (if applicable) and/or the payment of amounts payable by BNPP B.V. are guaranteed by BNPP pursuant to the deed of Guarantee dated on or around 9 June 2015 (the **BNPP Note Guarantee**"), and (ii) where the Issuer is BP2F, the obligations of BP2F with respect to physical delivery (if applicable) and/or the payment of amounts payable by BP2F are guaranteed by BNPPF pursuant to the deed of Guarantee dated on or around 9 June 2015 (the "**BNPPF Note Guarantee**" and together with the BNPP Note Guarantee, the "**Guarantees**" and each a "**Guarantee**").

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system (including without limitation, Monte Titoli, The Depository Trust Company and Euroclear France and the *Intermédiaires financiers habilités* authorised to maintain accounts therein (together, "**Euroclear France**")) approved by the Issuers and the Principal Paying Agent. Pursuant to the Article 83-bis and subsequent of the Italian legislative decree no. 58/1998 and the relevant implementing CONSOB and Bank of Italy Joined Regulation dated 22 February 2008, as amended and integrated by subsequent implementing provisions, all securities cleared through Monte Titoli are required to be in dematerialised form.

Words and expressions defined in the Note Agency Agreement or used in the applicable Final Terms (which term, as used herein, means, in relation to this Note, the Final Terms attached hereto or endorsed hereon or, as the case may be,

applicable to such Notes shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated.

## 1. FORM, DENOMINATION, TITLE AND TRANSFER

### 1.1 Form, Denomination and Title

The Notes, other than Italian Dematerialised Notes, are in bearer form ("**Bearer Notes**") or registered form ("**Registered Notes**") issued in the Specified Currency and Specified Denomination(s) and definitive Notes will be serially numbered. Italian Dematerialised Notes will be issued in bearer (*al portatore*), uncertificated and dematerialised book-entry form into Monte Titoli S.p.A.( with registered office and principal place of business at Piazza degli Affari 6, 20123 Milan, Italy, or any successor clearing system thereto) ("**Monte Titoli**") pursuant to Italian legislative decree no. 58/1998, as amended and implemented and subsequent implementing provisions ("**Italian Dematerialised Notes**"). Italian Dematerialised Notes will not be issued in definitive form. However, the holder still has the right to obtain the release of the certificate pursuant to articles 83-*quinquies* and 83-*novies*, paragraph 1, letter b), of the Italian legislative decree no. 58/1998 as amended and integrated by subsequent implementing provisions. This Note is, to the extent specified in the applicable Final Terms, a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, a Dual Currency Interest Note and/or a Note with interest linked to one or more, or a combination of, underlying reference asset(s) or basis(bases) (each an "**Underlying Reference(s)**") specified in the applicable Final Terms ("**Linked Interest Notes**") such as an Index Linked Interest Note, a Share Linked Interest Note, an Inflation Linked Interest Note, a Commodity Linked Interest Note, a Fund Linked Interest Note, an ETI Linked Interest Note, a Currency Linked Interest Note, a Debt Linked Interest Note, an Underlying Linked Interest Rate Note or (in the case of a combination of underlying reference assets or bases) a Hybrid Linked Interest Note or, subject to all applicable laws and regulations, any other type of Note depending on the Interest Basis specified in the applicable Final Terms. This Note may be an Index Linked Redemption Note (together with Index Linked Interest Notes, "**Index Securities**"), a Share Linked Redemption Note (together with Share Linked Interest Notes, "**Share Securities**"), an Inflation Linked Redemption Note (together with Inflation Linked Interest Notes, "**Inflation Index Securities**"), a Commodity Linked Redemption Note (together with Commodity Linked Interest Notes, "**Commodity Securities**"), a Fund Linked Redemption Note (together with Fund Linked Interest Notes, "**Fund Securities**"), a Credit Linked Redemption Note (a "**Credit Security**"), an ETI Linked Redemption Note (together with ETI Linked Interest Notes, "**ETI Securities**"), a Currency Linked Redemption Note (together with Currency Linked Interest Notes, "**Currency Securities**"), a Debt Linked Redemption Note (together with a Debt Linked Interest Note, "**Debt Securities**"), an Underlying Interest Rate Linked Redemption Note (together with an Underlying Linked Interest Rate Note, "**Underlying Interest Rate Securities**"), a Note with redemption linked to any combination of underlying reference assets or bases (a "**Hybrid Linked Redemption Note**" and together with a **Hybrid Linked Interest Note**, "**Hybrid Securities**"), an Instalment Note, a Partly Paid Note, a Dual Currency Redemption Note) or any combination thereof or, subject to all applicable laws and regulations, any other type of Note depending on the Redemption/Payment Basis specified in the applicable Final Terms. If it is a definitive Bearer Note, it is issued with coupons for the payment of interest ("**Coupons**") attached and, if applicable, talons for further Coupons ("**Talons**") attached unless it is a Zero Coupon Note in which case references to interest (other than in the case of late payment) and Coupons in these Terms and Conditions are not applicable. If it is a definitive Bearer Note Instalment Note it is issued with receipts ("**Receipts**") for the payment of instalments of principal prior to stated maturity attached. Except in the case of Italian Dematerialised Notes, any reference in these Terms and Conditions to Coupon(s), Couponholder(s) or coupon(s) shall, unless the context otherwise requires, be deemed to include a reference to Talon(s), Talonholder(s) or talon(s).

If the Notes are Hybrid Securities and Hybrid Securities is specified as applicable in the applicable Final Terms, the terms and conditions of the Notes will be construed on the basis that in respect of each separate type of Underlying Reference, the relevant terms applicable to each such separate type of Underlying

Reference will apply, as the context admits, separately and independently in respect of the relevant type of Underlying Reference, except as specified in the applicable Final Terms. "**Hybrid Business Day**" has the meaning given to such term in the applicable Final Terms.

Subject as set out below, title to the Bearer Notes, the Coupons and the Receipts will pass by delivery and title to Registered Notes and Italian Dematerialised Notes will pass upon registration of transfers in accordance with the provisions of the Note Agency Agreement. The holder of each Coupon or Receipt, whether or not such Coupon or Receipt is attached to a Bearer Note, in his capacity as such, shall be subject to and bound by all the provisions contained in the relevant Note. The Issuer, the Guarantor (if any) and any Paying Agent, to the extent permitted by applicable law, may deem and treat the bearer of any Bearer Note, Coupon or Receipt as the absolute owner thereof (whether or not such Bearer Note, Coupon or Receipt shall be overdue and notwithstanding any notation of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Bearer Global Note, without prejudice to the provisions set out below.

The Issuer has appointed the Registrar at its office specified below to act as registrar of the Registered Notes. The Issuer shall cause to be kept at the specified office of the Registrar for the time being at 33 rue de Gasperich, Howald - Hesperange, L-2085 Luxembourg, a register (the "**Register**") on which shall be entered, *inter alia*, the name and address of the holder of the Registered Notes and particulars of all transfers of title to the Registered Notes.

For so long as any of the Notes is represented by a Bearer Global Note or a Registered Global Note (each as defined in Condition 1.2(f) below) held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor (if any) and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer, the Guarantor (if any) and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions "**Noteholder**" and "**Noteholders**" and related expressions shall be construed accordingly.

For so long as any of the Notes are represented by a Bearer Global Note or a Registered Global Note (each as defined in Condition 1.2(f) below) held by or on behalf of the HKMA as the operator of the CMU ("**CMU operator**"), each person for whose account interest in the relevant Bearer Global Note or Registered Global Note is credited as being held in the CMU, as notified by the CMU to the CMU Lodging Agent in a relevant CMU Instrument Position Report, or any other relevant notification by the CMU (which notification, in either case, shall be conclusive evidence of the records of the CMU save in the case of manifest error), shall be treated by the Issuer, the Guarantor (if any) and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions "Noteholder" and "Noteholders" and related expressions shall be construed accordingly.

For so long as any of the Notes are represented by an Italian Dematerialised Note, the person who is for the time being shown in the records of Monte Titoli as the holder of a particular amount of Notes (in which regard any certificate, record or other document issued by Monte Titoli as to the amount of Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall (except as otherwise required by applicable law) be treated for all purposes by the relevant Issuer, the Guarantor, if any, the Italian Agent and all other persons dealing with such person as the holder thereof and as the person entitled to exercise the rights represented thereby notwithstanding any notice to the contrary (and

the expressions "**Holder**" and "**Noteholder**" and related expressions shall be construed accordingly, except where Italian law is applicable, in which case "**Holder**" and "**Noteholder**" will be exclusively deemed to be the beneficial owner of the Italian Dematerialised Notes). The Issuer shall cause Italian Dematerialised Notes to be dematerialised and centralised with Monte Titoli, pursuant to Italian legislative decree no. 58/1998 as amended and integrated by subsequent implementing provisions.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg, or the CMU or such other clearing system approved by the Issuers or the Principal Paying Agent.

Italian Dematerialised Notes are held in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli for the account of the relevant Monte Titoli account holders. Italian Dematerialised Notes will at all times be held in book entry form and title to the Italian Dematerialised Notes will be evidenced by book entries pursuant to the relevant provisions of Italian legislative decree no. 58/1998, as amended and integrated by subsequent implementing provisions, and in accordance with CONSOB and Bank of Italy Joined Regulation dated 22 February 2008, as amended and integrated by subsequent implementing provisions. The Noteholders may not require physical delivery of the Italian Dematerialised Notes. However, the Noteholders may ask the relevant intermediaries for certification pursuant to Article 83-*quinquies* of Italian legislative decree no. 58/1998, as amended and integrated by subsequent implementing provisions. Italian Dematerialised Notes will be transferable only in accordance with the rules and procedures for the time being of Monte Titoli. In particular, the transfer of the Italian Dematerialised Notes operates by way of registration in the accounts opened with Monte Titoli by the intermediaries adhering to the clearing system. As a consequence, the subject who from time to time is the owner of the account held with an intermediary adhering, directly or indirectly, to Monte Titoli, in which the Italian Dematerialised Notes are credited, is considered as the legitimate beneficial owner of the Italian Dematerialised Notes and is authorised to exercise all rights related to them.

The Notes will be settled by way of cash payment ("**Cash Settled Notes**" or "**Cash Settled Securities**") or, if Physical Settlement is specified as applicable in the applicable Final Terms, will be settled by physical delivery ("**Physical Delivery Notes**" or "**Physically Settled Securities**").

1.2 **Transfers of Registered Notes**

(a) Transfers of interests in Registered Global Notes

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear, Clearstream, Luxembourg or the CMU, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Registered Global Note only in the Specified Denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of Euroclear, Clearstream, Luxembourg or the CMU, as the case may be and in accordance with the terms and conditions specified in the Note Agency Agreement.

(b) Transfers of Registered Notes in definitive form

Subject as provided in paragraph (e) below, upon the terms and subject to the conditions set forth in the Note Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the Specified Denominations set out in the applicable Final Terms). In order to effect any such transfer (i) the holder or holders must (a) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of the Registrar or any Transfer Agent, with

the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and (b) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Transfer Agent and (ii) the Registrar or, as the case may be, the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 7 to the Note Agency Agreement). Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate nominal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

(c) Registration of transfer upon partial redemption

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

(d) Costs of registration

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

(e) Exchanges and transfers of Registered Notes generally

Holders of Registered Notes in definitive form may exchange such Notes for interests in a Registered Global Note of the same type at any time. Prior to expiry of the applicable Distribution Compliance Period (as defined below), transfers by the holder of, or of a beneficial interest in, a Global Note may be made to a transferee in the United States or who is a U.S. person under Regulation S and pursuant to CFTC regulations and guidance (or for the account or benefit of such person) only pursuant to an exemption from the registration requirements of the Securities Act.

(f) Definitions

In this Condition, the following expressions shall have the following meanings:

"**Bearer Global Note**" means a global note (temporary or permanent) in bearer form;

"**CFTC**" means the Commodity Futures Trading Commission;

"**CMU**" or "**CMU Service**" means the Central Moneymarkets Unit Service (or any lawful successor thereto), being the book-entry clearing system operated by the HKMA;

"**CMU Instrument Position Report**" means the instrument position report showing the aggregate nominal value of the instrument specified therein held by CMU Members in the CMU securities accounts, as prepared

from time to time by the CMU, and provided to the relevant paying agent of such instrument, in the form shown in Appendix E.2 of the CMU Manual;

"**CMU Lodging Agent**" shall be as specified in the relevant Final Terms;

"**CMU Manual**" means the reference manual relating to the operation of the CMU Service issued by the HKMA to CMU Members, as amended from time to time;

"**CMU Member**" means any member of the CMU Service;

"**CMU Rules**" means all requirements of the CMU Service for the time being applicable to a CMU Member and includes (a) all the obligations for the time being applicable to a CMU Member under or by virtue of its membership agreement with the CMU Service and the CMU Manual; (b) all the operating procedures as set out in the CMU Manual for the time being in force in so far as such procedures are applicable to a CMU Member; and (c) any directions for the time being in force and applicable to a CMU Member given by the HKMA through any operational circulars or pursuant to any provision of its membership agreement with the HKMA or the CMU Manual;

"**Commodity Exchange Act**" means the United States Commodity Exchange Act of 1936, as amended;

"**Distribution Compliance Period**" means the period that ends 40 days after the completion of the distribution of each Tranche of Notes, as determined and certified by the relevant Lead Manager (in the case of a syndicated issue);

"**HKMA**" means the Hong Kong Monetary Authority, the government authority in Hong Kong with responsibility for maintaining currency and banking stability, or any lawful successor thereto;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**Registered Global Note**" means a global note in registered form;

"**Regulation S**" means Regulation S under the Securities Act.

"**Securities Act**" means the United States Securities Act of 1933, as amended; and

"**U.S. person**" means a person who is (i) a "U.S. person" as defined in Regulation S under the Securities Act; or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the Commodity Exchange Act; or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the CFTC; or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act.

## 2. STATUS OF THE NOTES, THE GUARANTEE AND NEGATIVE PLEDGE OF BGL

### 2.1 Status

(a) Notes issued by BNPP B.V.

If the Notes are issued by BNPP B.V., the Notes and (if applicable) the relative Coupons are direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and at least *pari passu* with all other direct, unconditional, unsecured and unsubordinated indebtedness of the Issuer (save for statutorily preferred exceptions).

(b) Notes issued by BP2F

If the Notes are issued by BP2F, the Notes and (if applicable) the relative Coupons constitute direct, unconditional, unsubordinated and unsecured and general obligations of the 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 the Issuer.

(c) Notes issued by BGL

If the Notes are issued by BGL, the Notes and (if applicable) the relative Coupons constitute (subject to Condition 2.3) direct, unconditional, unsecured and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Notes and the Coupons relating to them shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 2.3, at all times rank at least equally with all other unsecured and unsubordinated indebtedness of the Issuer present and future (other than indebtedness or monetary obligations preferred by mandatory provisions of law).

2.2 **Status and terms of the Guarantees**

(a) BNPP Note Guarantee

The obligations of BNPP under the BNPP Note Guarantee are direct, unconditional, unsecured and unsubordinated obligations of the Guarantor and rank and will rank *pari passu* among themselves and at least *pari passu* with all other direct, unconditional, unsecured and unsubordinated indebtedness of the Guarantor (save for statutorily preferred exceptions).

(b) BNPPF Note Guarantee

The Guarantee of BNPPF constitutes direct, unconditional, irrevocable, unsubordinated and unsecured obligations 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.

(c) Terms of Guarantees

Subject as provided below and in the relevant Guarantee, the relevant Guarantor has unconditionally and irrevocably (a) guaranteed to each Noteholder all obligations of the relevant Issuer in respect of such Notes as and when such obligations become due, and (b) agreed that if and each time that the Issuer fails to satisfy any obligations under such Notes as and when such obligations become due, the relevant Guarantor will after a demand has been made on the relevant Guarantor (without requiring the relevant Noteholder first to take steps against the Issuer or any other person) make or cause to be made such payment or satisfy or cause to be satisfied such obligations as though the relevant Guarantor were the principal obligor in respect of such obligations, provided that in the case of Notes (other than Credit Securities) where the obligations of the relevant Issuer which fall to be satisfied by the relevant Guarantor constitute the delivery of the Entitlement to the holders of such Notes if such delivery is not practicable by reason of (x) a Settlement Disruption Event (as defined in Condition 4(b)(i)(E)) or (y) if "Failure to Deliver due to Illiquidity" is specified as applying in the applicable Final Terms, a Failure to Deliver due to Illiquidity (as defined in Condition 4(b)(i)(F)), in lieu of such delivery the relevant Guarantor will make payment in respect of each such Note of, in the case of (x) above, the Disruption Cash Redemption Amount (as defined in Condition 4(b)(i)(E)) or in the case of (y) above, the Failure to Deliver Redemption Amount (as defined in Condition 4(b)(i)(F)). Any payment of the Disruption Cash Redemption Amount or the Failure to Deliver Redemption Amount, as the case may be, in respect of a Note shall constitute a complete discharge of the relevant Guarantor's obligations in respect of the

delivery of the Relevant Assets affected by the Settlement Disruption Event or Failure to Deliver due to Illiquidity, as the case may be.

2.3 **Negative Pledge of BGL**

If the Notes are issued by BGL, the Issuer undertakes that, so long as any of the Notes or the Coupons relating to them remain outstanding (as defined in the Note Agency Agreement), it shall not create or have outstanding any mortgage, charge, pledge, lien (other than a lien arising solely by operation of law in the ordinary course of business) or other encumbrance, upon or with respect to, the whole or any part of, its present or future property, assets or revenues to secure repayment of, or to secure any guarantee of or indemnity in respect of, any external indebtedness unless such Notes and Coupons are, at the same time, secured equally and rateably therewith, or have the benefit of such other security or other arrangement as shall be approved by an Extraordinary Resolution (as defined in the Note Agency Agreement) of the Noteholders. In this Condition 2.3, "**external indebtedness**" means any obligation for the repayment of borrowed money in the form of, or represented by, bonds, notes, debentures or other securities:

(a) that are payable or may be required to be paid in, or by reference to, any currency other than euro which on issue was offered through an international group of banks or financial institutions as to more than 50 per cent. in issue amount outside Belgium and Luxembourg; and

(b) that are, or are capable of being, quoted, listed or ordinarily traded on any stock exchange, automated trading system, over-the-counter or other securities market.

**3. INTEREST**

3.1 **Interest on Fixed Rate Notes**

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will accrue in respect of each Interest Period (which expressions shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date) to (but excluding) the next (or first) Interest Period End Date (each such latter date the "**Interest Period End Final Date**" for the relevant Interest Period)). Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date. If an Interest Payment Date falls after the Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date. If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (x) if there is no numerically corresponding day in the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (y) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(a) the Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or

(b) the Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be shall be brought forward to the immediately preceding Business Day; or

(c) the Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

If no Business Day Convention is specified as applicable to an Interest Period End Date in the applicable Final Terms and the Notes are in definitive form:

(i) the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) the Interest Period End Final Date in respect of such Interest Period, will amount to the Fixed Coupon Amount; and

(ii) the amount of interest payable on any other Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

Interest shall be calculated by applying the Rate of Interest to: (A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); (B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount; or (C) in the case of Fixed Rate Notes which are represented by Italian Dematerialised Notes, the aggregate outstanding nominal amount of such Italian Dematerialised Notes, multiplying such sum by the applicable Day Count Fraction, rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention, and, in the case of Dual Currency Interest Notes, converting the resulting figure into the Settlement Currency as provided in Condition 3.14 below.

Where the Specified Denomination of a Fixed Rate Note in definitive form comprises more than one Calculation Amount, the amount of Interest payable in respect of such Fixed Rate Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

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

3.2 **Interest on Floating Rate Notes**

(a) Interest Period End Dates and Interest Payment Dates

Each Floating Rate Note bears interest on its nominal amount (or, if it is a Partly Paid Note, in accordance with Condition 3.11) or pays interest in respect of each Interest Period (which expression shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date to (but excluding) the next (or first) Interest Period End Date (each such latter date the "**Interest Period End Final Date**" for the relevant Interest Period)). For the purposes of this Condition 3.2 "**Interest Period End Date**" shall mean either:

(i) the specified Interest Period End Date(s) in each year specified in the applicable Final Terms; or

(ii) if no Interest Period End Date(s) is/are specified in the applicable Final Terms, each date which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Period End Date or, in the case of the first Interest Period End Date, after the Interest Commencement Date.

Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date. If an Interest Payment Date falls after an Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date.

If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (x) if there is no numerically corresponding day in the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (y) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(A) In any case where Specified Periods are specified in accordance with Condition 3.2(a)(ii) above, the Floating Rate Convention, such Interest Period End Date or Interest Payment Date, as the case may be, (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (aa) such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day and (bb) each subsequent Interest Period End Date or Interest Payment Date, as the case may be, shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Period End Date or Interest Payment Date, as the case may be, occurred; or

(B) The Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or

(C) The Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day; or

(D) The Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

(b) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the applicable Final Terms.

(c) Determination of Rate of Interest and Calculation of Interest Amount

The Principal Paying Agent will, on or as soon as practicable after each date on which the Rate of Interest is to be determined (the "**Interest Determination Date**"), determine the Rate of Interest (subject to any Minimum Interest Rate or Maximum Interest Rate specified in the applicable Final Terms) for the relevant Interest Period.

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

(i) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up);

(ii) in the case of Floating Rate Notes in definitive form, the Calculation Amount; or

(iii) in the case of Floating Rate Notes which are represented by Italian Dematerialised Notes, the aggregate outstanding nominal amount of such Italian Dematerialised Notes,

in each case, multiplying such sum by the Day Count Fraction specified in the applicable Final Terms and rounding the resultant figure to the nearest sub-unit (as defined above) of the relevant Specified Currency, one half of such a sub-unit being rounded upwards or otherwise in accordance with applicable market convention and, in the case of Dual Currency Interest Notes, converting the resulting figure into the Settlement Currency as provided in Condition 3.14 below. Where the Specified Denomination of a Floating Rate Note in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

(d) Linear Interpolation

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Principal Paying Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms), the FBF Rate (if specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Principal Paying Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

"**Designated Maturity**" means (i) in relation to Screen Rate Determination, the period of time designated in the Reference Rate or (ii) in relation to FBF Determination, the period of time specified in the relevant FBF Rate.

3.3 **Interest on Linked Interest Notes**

(a) Interest Period End Dates and Interest Payment Dates

Each Linked Interest Note bears interest on its nominal amount (or, if it is a Partly Paid Note, in accordance with Condition 3.11) or pays interest in respect of each Interest Period (which expression shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date) to (but excluding) the next (or first) Interest Period End Date (each such latter date the "**Interest Period End Final Date**" for the relevant Interest Period)). For the purposes of this Condition 3.3 "**Interest Period End Date**" shall mean either:

(i) the specified Interest Period End Date(s) in each year specified in the applicable Final Terms; or

(ii) if no Interest Period End Date(s) is/are specified in the applicable Final Terms, each date which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Period End Date or, in the case of the first Interest Period End Date, after the Interest Commencement Date.

Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date. If an Interest Payment Date falls after an Interest Period End Final Date in respect of the

relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date.

If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (x) if there is no numerically corresponding day in the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (y) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(A) In any case where Specified Periods are specified in accordance with Condition 3.3(a)(ii) above, the Floating Rate Convention, such Interest Period End Date or Interest Payment Date, as the case may be, (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (aa) such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day and (bb) each subsequent Interest Period End Date or Interest Payment Date, as the case may be, shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Period End Date or Interest Payment Date, as the case may be, occurred; or

(B) The Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or

(C) The Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day; or

(D) The Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

(b) Rate of Interest

The Rate of Interest payable from time to time in respect of Linked Interest Notes will be the Coupon Rate determined in the manner specified in the applicable Final Terms which Coupon Rate may comprise one or more Additional Coupons determined in the manner specified in the applicable Final Terms.

(c) Determination of Rate of Interest and Calculation of Interest Amount

The Calculation Agent will, on or as soon as practicable after each date on which the Rate of Interest is to be determined (the "**Interest Determination Date**"), determine the Rate of Interest (subject to any Minimum Interest Rate or Maximum Interest Rate specified in the applicable Final Terms) for the relevant Interest Period. The Calculation Agent will notify the Principal Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

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

(i) in the case of Linked Interest Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up);

(ii) in the case of Linked Interest Notes in definitive form, the Calculation Amount; or

(iii) in the case of Linked Interest Notes which are represented by Italian Dematerialised Notes, the aggregate outstanding nominal amount of such Italian Dematerialised Notes,

in each case, multiplying such sum by the Day Count Fraction (if any) specified in the applicable Final Terms and rounding the resultant figure to the nearest sub-unit (as defined above) of the relevant Specified Currency, one half of such sub-unit being rounded upwards or otherwise in accordance with applicable market convention and, in the case of Dual Currency Interest Notes, converting the resulting figure into the Settlement Currency as provided in Condition 3.14 below. Where the Specified Denomination of a Linked Interest Note in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

3.4 **ISDA, FBF and Screen Rate Determination**

(a) ISDA Determination

Where ISDA Determination is specified in the applicable Final Terms as the manner in which a Rate of Interest or Rate, as applicable, is to be determined, such Rate of Interest 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 subparagraph (a), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent under an interest rate swap transaction if the Principal Paying Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the "**ISDA Definitions**") and under which:

(i) the Floating Rate Option is as specified in the applicable Final Terms;

(ii) the Designated Maturity is a period specified in the applicable Final Terms; and

(iii) the relevant Reset Date is either (x) if the applicable Floating Rate Option is based on the London interbank offered rate ("**LIBOR**") or on the Euro-zone inter-bank offered rate ("**EURIBOR**") for a currency, the first day of that Interest Period or (y) in any other case, as specified in the applicable Final Terms.

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

(b) FBF Determination

Where so specified in the applicable Final Terms, interest will be payable on such dates, at such a rate (the "**FBF Rate**") and in such amounts, plus or minus (as indicated in the applicable Final Terms) the Margin (if any), as would have been payable (regardless of any event of default or termination event thereunder) by the Issuer if it had entered into an interest rate swap transaction governed by an agreement in the form of the Master Agreement relating to foreign exchange and derivatives transactions (an "**FBF Agreement**"), as in effect on the date of issue of the Notes, published by the *Association Française des Banques/Fédération*

*Bancaire Française* and evidenced by a Confirmation (as defined in the FBF Agreement) with the holder of the relevant Note under which:

(i) the Issuer was the Floating Amount Payer;

(ii) the Principal Paying Agent (as defined herein) was the Agent (as defined in the FBF Agreement) or as otherwise specified in the applicable Final Terms;

(iii) the Interest Commencement Date was the Transaction Date;

(iv) the lowest Specified Denomination was the Notional Amount;

(v) the Interest Payment Dates were the Floating Amount Payment Dates; and

(vi) all other terms were as specified in the applicable Final Terms.

When the preceding sentence applies, in respect of each relevant Interest Payment Date:

(A) the amount of interest determined for such Interest Payment Date will be the Interest Amount for the relevant Interest Period for the purposes of these Terms and Conditions as though determined under sub-conditions 3.2(c) or 3.3(c) above, as applicable;

(B) the Rate of Interest for such Interest Period will be the Floating Rate (as defined in the FBF Agreement) determined by the Principal Paying Agent in accordance with the preceding sentence; and

(C) the Principal Paying Agent or Calculation Agent, as applicable, will be deemed to have discharged its obligations under sub-conditions 3.2(c) or 3.3(c) above, as applicable, if it has determined the Rate of Interest and the Interest Amount payable on such Interest Payment Date in the manner provided in the preceding sentence.

(c) Screen Rate Determination

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

(i) the offered quotation; or

(ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate(s) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at the Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Note Agency Agreement contains provisions for determining the Rate of Interest or Rate in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such offered quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the Specified Time indicated above or in the applicable Final Terms.

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

3.5 **Minimum and/or Maximum Interest Rate**

If the applicable Final Terms specifies a Minimum Interest Rate for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 3.2(b), 3.2(d), 3.3(b) or 3.4 (as appropriate) is less than such Minimum Interest Rate, the Rate of Interest for such Interest Period shall be such Minimum Interest Rate.

If the applicable Final Terms specifies a Maximum Interest Rate for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 3.2(b), 3.2(d), 3.3(b) or 3.4 (as appropriate) is greater than such Maximum Interest Rate, the Rate of Interest for such Interest Period shall be such Maximum Interest Rate.

3.6 **Notification of Rate of Interest and Interest Amount**

The Principal Paying Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Guarantor (if applicable) (such notifications to occur no later than the Business Day following such determination), (in the case of Notes which are listed on Euronext Paris or on the Official List of the Luxembourg Stock Exchange and the rules of such stock exchange so require) Euronext Paris or the Luxembourg Stock Exchange, as applicable and, if applicable, to any other stock exchange on which the relevant Notes are for the time being listed. In addition, the Principal Paying Agent (except where the relevant Notes are unlisted and are in global form and held in their entirety on behalf of Euroclear, Clearstream, Luxembourg or the CMU, as the case may be in which event there may be substituted for such publication the delivery of such notice to Euroclear, Clearstream, Luxembourg or the CMU Lodging Agent, as the case may be for communication to the holders of the Notes) shall publish or cause to be published such Rate of Interest, Interest Amount and Interest Payment Date in accordance with Condition 16 as soon as possible after their determination but in no event later than the fourth Luxembourg Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Notes are for the time being listed and to the Noteholders in accordance with Condition 16. For the purposes of these Conditions, the expression "**Luxembourg Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks are open for business in Luxembourg.

3.7 **Certificates to be Final**

All certificates, communications, determinations, calculations and decisions made for the purposes of the provisions of Conditions 3.2 to 3.6 and/or Condition 3.13, by the Principal Paying Agent or, if applicable, Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor (if applicable), the Principal Paying Agent, the other Paying Agents, or, if applicable, the Calculation Agent and all Noteholders, and (in the absence as aforesaid) no liability to the Noteholders shall attach to the Principal Paying Agent or, if applicable, the Calculation Agent, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

3.8 **Other definitions**

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

3.9 **Zero Coupon Notes**

Where a Zero Coupon Note becomes due and repayable prior to the Maturity Date and is not paid when due, the amount due and repayable shall be the amount determined in accordance with Condition 5.5 at its Amortised Face Amount. As from the Maturity Date, any overdue principal of such Note shall bear interest at a rate per annum equal to the Accrual Yield specified in the applicable Final Terms. Such interest shall continue to accrue (as well after as before any judgment) until the day on which all sums due in respect of such Note up to that day are received by or on behalf of the holder of such Note. Such interest will be calculated on the basis of a 360-day year consisting of 12 months of 30 days each and in the case of an incomplete month the actual number of days elapsed in such incomplete month.

3.10 **Coupon Switch**

If Coupon Switch is specified as applicable in the applicable Final Terms:

(i) if Coupon Switch Election is specified as applicable in the applicable Final Terms, the Issuer may in its sole and absolute discretion elect that the Rate of Interest for the Notes will be amended (a "**Coupon Switch**") from the Pre-Switch Coupon specified in the applicable Final Terms to the Post-Switch Coupon specified in the applicable Final Terms on and after the Coupon Switch Date; or

(ii) if Automatic Coupon Switch is specified as applicable in the applicable Final Terms and an Automatic Coupon Switch Event occurs, the Rate of Interest for the Notes will be amended (a "**Coupon Switch**") from the Pre-Switch Coupon specified in the applicable Final Terms to the Post-Switch Coupon specified in the applicable Final Terms on and after the Coupon Switch Date immediately following the SPS ACS Valuation Date or SPS ACS Valuation Period, as applicable, on which the Automatic Coupon Switch Event occurs.

If Additional Switch Coupon is specified as applicable in the applicable Final Terms, following the occurrence of a Coupon Switch, an Additional Switch Coupon Amount will be payable on the Additional Switch Coupon Payment Date. The "**Additional Switch Coupon Amount**" **i**n respect of each nominal amount of Notes equal to the Calculation Amount will be the amount specified as such in the applicable Final Terms. For the purposes of Conditions 1.1, 4 and 13 Additional Switch Coupon Amount shall be deemed to be interest. For the avoidance of doubt, the Additional Switch Coupon Amount will only be paid on the single Additional Switch Coupon Payment Date.

Notice of any Coupon Switch will be given to Noteholders in accordance with Condition 16.

"**Additional Switch Coupon Payment Date**" means the date specified as such in the applicable Final Terms, which such date must be an Interest Payment Date;

"**Automatic Coupon Switch Event**" means that the SPS ACS Value is (a) "greater than", (b) "equal to or greater than", (c) "less than" or (d) "less than or equal to", as specified in the applicable Final Terms, the Automatic Coupon Switch Level, (x) on a SPS ACS Valuation Date or (y) in respect of a SPS ACS Valuation Period, as specified in the applicable Final Terms;.

"**Automatic Coupon Switch Level**" means the number, amount, level or percentage specified as such in the applicable Final Terms;

"**Coupon Switch Date**" means each date specified as such or determined pursuant to the provisions in the applicable Final Terms;

"**SPS ACS Value**" means the value from Payout Condition 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**SPS ACS Valuation Date**" means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

"**SPS ACS Valuation Period**" means each period specific as such in the applicable Final Terms.

3.11 **Interest on Partly Paid Notes**

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes) interest will accrue as aforesaid on the paid-up nominal amount of such Notes.

3.12 **Interest Payments**

Interest will be paid subject to and in accordance with the provisions of Condition 4. Interest will cease to accrue on each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) on the due date for redemption thereof unless such Note is redeemed early. If such Note is redeemed early (i) if the applicable Final Terms specify that Accrual to Redemption is applicable, interest will cease to accrue on the due date for redemption or (ii) 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 the payment of principal or the payment, and/or delivery of the Entitlement (if applicable), is improperly withheld or refused, interest will continue to accrue (as well after as before any judgment) at the Fixed Rate or, as the case may be, the Rate of Interest or as otherwise provided in the applicable Final Terms until whichever is the earlier of (i) the day on which all sums due and/or assets deliverable in respect of such Note up to that day are received by or on behalf of the holder of such Note and (ii) the day on which the Principal Paying Agent or any agent appointed by the Issuer to deliver such assets to Noteholders has notified the holder thereof (either in accordance with Condition 16 or individually) of receipt of all sums due and/or assets deliverable in respect thereof up to that date.

Provided that in the case of Credit Securities, these provisions shall be subject to the provisions contained in Annex 12 – "Additional Terms and Conditions for Credit Securities".

3.13 **Definitions**

In these Terms and Conditions:

"**Business Day**" means a day which is both:

(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 any Additional Business Centre specified in the applicable Final Terms; and

(b) either (A) in relation to any sum payable in a Settlement Currency other than euro or CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Settlement Currency (any such centre, an "**Additional Business Centre**" and which, if the Settlement Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) (and where the Notes are Italian Dematerialised Notes, a day on which Monte Titoli is open for business), or (B) in relation to any sum payable in euro, a day

(a "**TARGET2 Settlement Day**") on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the "**TARGET2 System**") is open (and where the Notes are Italian Dematerialised Notes, a day on which Monte Titoli is open for business) or (C) in relation to any sum payable in CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the CNY Settlement Centre(s).

"**Calculation Period**" means each Interest Period, AER Calculation Period, FR Calculation Period, Call Calculation Period or Put Calculation Period, as applicable.

"**Day Count Fraction**" means, in respect of the calculation of a rate or an amount of interest for any Calculation Period:

(a) if "**Actual/Actual (ICMA)**" is specified in the applicable Final Terms:

(i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Period End Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "**Accrual Period**") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(x) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (a) the number of days in such Determination Period and (b) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and

(y) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (a) the number of days in such Determination Period and (b) the number of Determination Dates that would occur in one calendar year;

"**Determination Date(s)**" means the date(s) specified in the applicable Final Terms;

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

(b) if "**Actual/Actual (ISDA)**" or "**Actual/Actual**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (2) 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 specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;

(d) if "**Actual/365 (Sterling)**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of a Calculation Period ending in a leap year, 366;

(e) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;

(f) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Final Terms, 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 of 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 of the Calculation Period falls;

"$D_1$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number is 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;

(g) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Final Terms, 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 of 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 of the Calculation Period falls;

"$D_1$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31 in which case $D_1$, will be 30; and

"$D_2$" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case $D_2$ will be 30;

(h) if "**30E/360 (ISDA)**" is specified in the applicable Final Terms, 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 of 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 of the Calculation Period falls;

"$D_1$" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case $D_1$ will be 30; and

"$D_2$" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31 in which case $D_2$ will be 30.

3.14 **Dual Currency Interest Notes**

If the Notes are specified in the applicable Final Terms as Dual Currency Interest Notes, the amount of interest calculated in respect of any Interest Payment Date 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 3.14 shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 6.

## 4. PAYMENTS, PHYSICAL DELIVERY AND EXCHANGE OF TALONS

For the purposes of this Condition 4, references to payment or repayment (as the case may be) of principal and/or interest and other similar expressions shall, where the context so admits, be deemed also to refer to delivery of any Entitlement(s).

(a) ***Method of Payment***

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg, the CMU and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date (the "**Record Date**"). Notwithstanding the previous sentence, if (i) a

holder does not have a Designated Account or (ii) the principal amount of the Notes held by a holder is less than U.S.$250,000 (or integral multiples of U.S.$1,000 in excess thereof) (or its approximate equivalent in any other Specified Currency), payment will instead be made by a cheque in the Settlement Currency drawn on a Designated Bank (as defined below). For these purposes, "**Designated Account**" means the account maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means (i) (in the case of payment in a Settlement Currency other than euro or CNY) a bank in the principal financial centre of the country of such Settlement Currency; (ii) (in the case of a payment in euro) any bank which processes payments in euro; and (iii) (in the case of a payment in CNY) in the CNY Settlement Centre(s).

Payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not in global form) will be made by a cheque in the Settlement Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg, the CMU and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the Record Date at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and instalments of principal (other than the final instalment) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Note on redemption and the final instalment of principal will be made in the same manner as payment of the principal amount of such Registered Note. Notwithstanding anything to the contrary in this paragraph, payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Note denominated in CNY (whether or not in global form) will be made solely by transfer to the Designated Account of the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg or the CMU and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the Record Date.

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

Neither the Issuer, the Guarantor (if applicable) nor any of the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal and interest (if any) in respect of the definitive Bearer Notes will (subject as provided below) be made against presentation or surrender of such Bearer Notes or Coupons, as the case may be, at any specified office of any Paying Agent. Payments of principal in respect of instalments (if any), other than the last instalment, will (subject as provided below) be made against surrender of the relevant Receipt. Payment of the last instalment will be made against surrender of the relevant Bearer Note. Each Receipt must be presented for payment of such instalment together with the relevant definitive Bearer Note against which the amount will be payable in respect of that instalment. If any definitive Bearer Notes are redeemed or become repayable prior to the Maturity Date in respect thereof, principal will be payable on surrender of each such Note together with all unmatured Receipts appertaining thereto. Unmatured Receipts and Receipts presented without the definitive Bearer Notes to which they appertain do not constitute obligations of the Issuer. All payments of interest and principal with respect to Bearer Notes will be made only against presentation and surrender of the relevant Bearer Notes, Coupons or Receipts outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)) except as otherwise provided in the third succeeding paragraph. No payments with respect to the Bearer Notes will be made by mail to an address in the United States or by transfer to an account maintained by the holder in the United States.

Subject as provided below, payments in respect of definitive Notes (other than Currency Securities) denominated in a Specified Currency (other than euro or CNY) or, in the case of Currency Securities, payable in a Settlement Currency (other than euro or CNY) will (subject as provided below) be made by a cheque in the Settlement Currency drawn on, or, at the option of the holder and upon 15 days' prior notice to the Principal Paying Agent, by transfer to an account in the Settlement Currency maintained by the payee with, a bank in the principal financial centre of the country of the Settlement Currency. Payments in euro will be made by credit or transfer to a euro account or any other account to which euro may be credited or transferred specified by the payee or, at the option of the payee, by euro-cheque. Payments in CNY will be made by credit or transfer to a CNY account within the CNY Settlement Centre(s) unless otherwise specified in the applicable Final Terms.

Payments of principal and interest (if any) in respect of the Notes represented by Italian Dematerialised Notes will be credited, according to the instructions of Monte Titoli, by the Italian Agent on behalf of the relevant Issuer or the Guarantor, as applicable, to the accounts of those intermediaries adhering to the clearing system whose accounts with Monte Titoli are credited with those Italian Dematerialised Notes and thereafter credited by intermediaries adhering to the clearing system from such aforementioned accounts to the accounts of the beneficial owners of those Italian Dematerialised Notes. The relevant Issuer or the Guarantor, as applicable, will be discharged by payment to, or to the order of, Monte Titoli in respect of the amount so paid. Each of the persons shown in the records of Monte Titoli as the holder of a particular amount of the Italian Dematerialised Notes must look solely to Monte Titoli for his share of each such payment so made to, or to the order of, Monte Titoli.

The applicable Final Terms may also contain provisions for variation of settlement where, for reasons beyond the control of the Issuer or any Noteholder (including, without limitation, unlawfulness, illegality, impossibility, *force majeure*, non-transferability or the like, each a "**Payment Disruption Event**"), the Issuer is not able to make, or any Noteholder is not able to receive, as the case may be, payment on the due date and in the Settlement Currency of any amount of principal or interest due under the Notes.

If the applicable Final Terms specify "CNY Payment Disruption Event" to be applicable, in the event that the Calculation Agent determines, in its sole and absolute discretion, that a CNY Payment Disruption Event has occurred or is likely to occur and that such CNY Payment Disruption Event is

material in relation to the Issuer's payment obligations under the Notes in respect of any forthcoming Interest Payment Date, Maturity Date or other date on which any amount in respect of the Notes shall be due and payable (each such date, an "**Affected Payment Date**"), then the Calculation Agent shall notify Noteholders as soon as practicable of the occurrence of such CNY Payment Disruption Event in accordance with Condition 16.

(I) If the applicable Final Terms specify that "CNY Payment Disruption Event" is applicable to the Notes, upon the occurrence of a CNY Payment Disruption Event:

(i) *Postponement*

If the applicable Final Terms specify "Postponement" to be applicable in respect of the Notes, then the Affected Payment Date shall be postponed until the earlier of (A) the second Business Day following the day on which such CNY Payment Disruption Event ceases to exist, and (B) the date falling 14 calendar days following the original date on which the Affected Payment Date was scheduled to fall (the "**CNY Payment Disruption Cut-off Date**") and notice thereof shall be given to the relevant Noteholders in accordance with Condition 16. For the avoidance of doubt, no amount of interest shall be payable in respect of any delay in payment of any amount(s) due to the adjustment of any Affected Payment Date.

In the event that, pursuant to the preceding paragraph, the Affected Payment Date is adjusted to fall on the CNY Payment Disruption Cut-off Date and the Calculation Agent determines that a CNY Payment Disruption Event still exists on such day, then the Issuer shall make payment of the Equivalent Amount of the relevant Interest Amount, Final Redemption Amount or such other amount payable (if applicable) on the CNY Payment Disruption Cut-off Date and notice thereof shall be given to the relevant Noteholders in accordance with Condition 16. Any such payment made by the Issuer on the CNY Payment Disruption Cut-off Date shall be in full and final settlement of its obligations to pay such amount in respect of the Notes.

(ii) *Payment of Equivalent Amount*

If the applicable Final Terms specify "Payment of Equivalent Amount" to be applicable in respect of the Notes, the Issuer shall, upon giving notice prior to the relevant Affected Payment Date to the Noteholders in accordance with Condition 16, make payment of the Equivalent Amount of the relevant Interest Amount, Final Redemption Amount or such other amount payable (if applicable) on the relevant Affected Payment Date. Any such payment made by the Issuer on an Affected Payment Date shall be in full and final settlement of its obligations to pay such amount in respect of the Notes.

(iii) For these purposes:

"**CNY**" means Chinese Yuan or Renminbi, the lawful currency of the People's Republic of China (including any lawful successor currency to the CNY).

"**CNY Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the People's Republic of China, Hong Kong and any other CNY Settlement Centre(s).

"**CNY Payment Disruption Event**" means the occurrence of any of the following events:

(A) an event which makes it impossible (where it had previously been possible) or impractical for the Issuer to convert any amounts due and payable in CNY under the Notes into or from the Equivalent Amount Settlement Currency in the general CNY foreign exchange market in the relevant CNY Settlement Centre(s), except where such impossibility or impracticality is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any CNY Governmental Authority (unless such law, rule or regulation is enacted after the relevant Trade Date, and it is impossible or impractical for the Issuer, due to events beyond its control, to comply with such law, rule or regulation) (a "**CNY Inconvertibility Event**"). For the avoidance of doubt, the inability of the Issuer to convert CNY solely due to issues relating to its creditworthiness shall not constitute a CNY Inconvertibility Event;

(B) an event that makes it impossible (where it had previously been possible) or impractical for the Issuer to deliver (i) CNY between accounts inside the relevant CNY Settlement Centre(s), or (ii) from an account inside the relevant CNY Settlement Centre(s) to an account outside the relevant CNY Settlement Centre(s) (including, if applicable, to another CNY Settlement Centre) and outside Mainland China, or (iii) from an account outside the relevant CNY Settlement Centre(s) (including, if applicable, from an account inside another CNY Settlement Centre) and outside Mainland China to an account inside the relevant CNY Settlement Centre(s), except where such impossibility or impracticality is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any CNY Governmental Authority (unless such law, rule or regulation is enacted after the relevant Trade Date, and it is impossible or impractical for the Issuer, due to events beyond its control, to comply with such law, rule or regulation) (a "**CNY Non-Transferability Event**"). For the purposes of determining whether a CNY Non-Transferability Event has occurred only, a segregated CNY fiduciary cash account with the People's Bank of China and operated by Bank of China (Hong Kong) Limited shall be deemed to be an account inside Hong Kong; and

(C) an event that makes it impossible (where it had previously been possible) or impractical for the Issuer to obtain a firm quote of an offer price in respect of any amounts due and payable in CNY under the Notes (either in one transaction or a commercially reasonable number of transactions that, when taken together, is no less than such amount) in the general CNY foreign exchange market in the relevant CNY Settlement Centre(s) in order to perform its obligations under the Notes (a "**CNY Illiquidity Event**"). For the avoidance of doubt, the inability of the Issuer to obtain such firm quote solely due to issues relating to its creditworthiness shall not constitute a CNY Illiquidity Event.

"**CNY Settlement Centre**" means the financial centre(s) specified as such in the applicable Final Terms in accordance with applicable laws and regulations. If no CNY Settlement Centre is specified in the relevant Final Terms, the CNY Settlement Centre shall be deemed to be Hong Kong.

"**Equivalent Amount**" means, following the occurrence of a CNY Payment Disruption Event and in respect of the relevant Interest Amount, Final Redemption Amount or such other amount payable (if applicable) on the relevant Affected Payment Date or the relevant

CNY Payment Disruption Cut-off Date, as the case may be (for these purposes, the "**Relevant CNY Amount**"), an amount in the Equivalent Amount Settlement Currency determined by the Calculation Agent (in its sole and absolute discretion), by converting the Relevant CNY Amount into the Equivalent Amount Settlement Currency using the Equivalent Amount Settlement Price for the relevant Affected Payment Date or the relevant CNY Payment Disruption Cut-off Date, as the case may be.

"**Equivalent Amount Settlement Currency**" means the currency specified as such in the applicable Final Terms.

"**Equivalent Amount Settlement Price**" means, in respect of any relevant day, the spot rate of exchange between CNY and the Equivalent Amount Settlement Currency on such day, appearing on the Equivalent Amount Settlement Price Source at the Equivalent Amount Settlement Valuation Time on such day (expressed as a number of units (or part units) of CNY for which one unit of the Equivalent Amount Settlement 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 CNY/Equivalent Amount Settlement Currency exchange rates provided by two or more leading dealers on a foreign exchange market (as selected by the Calculation Agent) at the Equivalent Amount Settlement Valuation Time on such day. If less than two leading dealers provide the Calculation Agent with bid and offer CNY/Equivalent Amount Settlement Currency exchange rates on such day, the Calculation Agent shall determine the Equivalent Amount Settlement Price in its discretion.

"**Equivalent Amount Settlement Price Source**" means the price source specified in the applicable Final Terms.

"**Equivalent Amount Settlement Valuation Time**" means, unless otherwise specified in the applicable Final Terms, the time at which the Equivalent Amount Settlement Price Source publishes the Equivalent Amount Settlement Price.

"**impossible**" or "**impossibility**" in relation to a CNY Payment Disruption Event, shall include (but shall not be limited to) any act which, if done or performed by the Issuer (or any affiliate of the Issuer) would be or result in the breach of any applicable law, rule, or regulation.

"**impractical**" or "**impracticality**" means, in relation to a CNY Payment Disruption Event and in respect of any action to be taken by the Issuer, that the Issuer (or any of its affiliates) would incur a materially increased amount of taxes, duties, expenses or fees (as compared with circumstances existing on the Trade Date) to perform such action.

(II) If the Settlement Currency specified in the applicable Final Terms is a Relevant Currency, FX Settlement Disruption will apply, and:

(i) If, on the second Business Day prior to the Disrupted Payment Date, the Calculation Agent (in its sole and absolute discretion) 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 16 as soon as reasonably practicable thereafter and, in any event, prior to the relevant Disrupted Payment Date.

(ii) 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 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 (except in the case of Italian Listed Notes) FX Settlement Disruption Expenses (if any), in the Settlement Currency specified in the applicable Final Terms or, (ii) 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 (iii) 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 (except in the case of Italian Listed Notes) FX Settlement Disruption Expenses (if any), in the FX Settlement Disruption Currency on the FX Settlement Disruption Cut-off Date.

(iii) If sub-paragraph (ii)(A)(ii) applies, the Calculation Agent will determine the FX Settlement Disruption Exchange Rate in its sole and absolute discretion 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.

(iv) This Condition 4(a)(II) shall not apply to Dual Currency Notes.

(v) For the avoidance of doubt, no Interest Period will be adjusted as a result of the postponement of any interest payment pursuant to this Condition 4(a)(II), and no additional interest will be paid in respect of any postponement of the date for payment.

(vi) For the avoidance of doubt, nothing contained in this Condition 4(a)(II) shall prevent the Issuer from determining that an Additional Disruption Event and/or Optional Additional Disruption Event has occurred, in which case, the provisions of Condition 9 shall prevail in the event of any conflict between this Condition 4(a)(II) and Condition 9.

(vii) For these purposes:

"**Disrupted Amount**" means the relevant Interest Amount, Final Redemption Amount or such other amount payable (if any);

"**Disrupted Payment Date**" means the due date for payment of the relevant Interest Amount, Final Redemption Amount or such other amount payable (if any);

"**FX Settlement Disruption Currency**" means USD;

"**FX Settlement Disruption Event**" means the occurrence of an event which makes it unlawful, impossible or otherwise impracticable 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 (iii) 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 Securities 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 in its sole and absolute discretion; 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 Kuna ("**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 Kronor ("**SEK**"), Singaporean Dollars ("**SGD**"), Thai Baht ("**THB**"), Tunisian Dinars ("**TND**"), Turkish Lire ("**TRY**") and South African Rand ("**ZAR**").

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will be made in the manner specified above and otherwise in the manner specified in the relevant Global Note against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside of the United States. A record of each payment made on such Global Note, distinguishing between any payment of principal and any payment of interest, will be made on such Global Note by the Paying Agent to which such Global Note is presented for the purpose of making such payment, and such record shall be *prima facie* evidence that the payment in question has been made.

Notwithstanding the foregoing, payments in respect of Bearer Notes denominated and payable in U.S. dollars will be made at the specified office of any Paying Agent in the United States if (a) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment at such specified offices outside the United States of the full amount due on the Bearer Notes in the manner provided

above when due and (b) payment of the full amount due at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions.

Notwithstanding the foregoing, payments in respect of Notes denominated and payable in CNY will be made solely by transfer to a CNY bank account maintained in the CNY Settlement Centre(s) in accordance with prevailing rules and regulations.

The holder of the relevant Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the payment obligations of the Issuer or the Guarantor (if applicable) will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg or the CMU as the holder of a particular nominal amount of Notes must look solely to Euroclear and/or Clearstream, Luxembourg or the CMU, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of the relevant Global Note. No person other than the holder of the relevant Global Note shall have any claim against the Issuer or the Guarantor (if applicable) in respect of any payments due on that Global Note.

Fixed Rate Bearer Notes in definitive form should be presented for payment with all unmatured Coupons appertaining thereto (which expression shall include Coupons to be issued on exchange of Talons which will have matured on or before the relevant redemption date), failing which the full amount of any missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the full amount of such missing unmatured Coupon which the sum so paid bears to the total amount due) will be deducted from the sum due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon within a period of 10 years from the Relevant Date (as defined in Condition 6) for the payment of such sum due for payment, whether or not such Coupon has become void pursuant to Condition 13 or, if later, five years from the due date for payment of such Coupon. Upon any Fixed Rate Bearer Note becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the due date for redemption of any Floating Rate Note, Dual Currency Interest Note, Dual Currency Redemption Note (each, a "**Dual Currency Note**"), Index Security, Share Security, Inflation Security, Commodity Security, Fund Security, Credit Security, ETI Security, Currency Security, Debt Security, Underlying Interest Rate Linked Security or Hybrid Security in definitive bearer form, all unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them. Where any Floating Rate Note, Index Security, Share Security, Inflation Security, Commodity Security, Fund Security, Credit Security, ETI Security, Currency Security, Debt Security, Underlying Interest Rate Linked Security or Hybrid Security is presented for redemption without all unmatured Coupons appertaining thereto, payment of all amounts due in relation to such Note shall be made only against the provision of such indemnity of the Issuer or the Guarantor (if applicable).

If any date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, then the holder thereof shall not be entitled to payment of the amount due until the next following Payment Day and shall not be entitled to any interest or other sum in respect of any such delay. If the due date for redemption of any interest bearing Note in definitive form is not a due date for the payment of interest relating thereto, interest accrued in respect of such Note from (and including) the last preceding due date for the payment of interest (or from the Interest Commencement Date) will be paid against surrender of such Note.

For these purposes, "**Payment Day**" means any day which (subject to Condition 13) is:

(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) the relevant place of presentation;

(B) each Financial Centre specified in the applicable Final Terms; and

(ii) either (A) in relation to any sum payable in euro, a day on which the TARGET2 System is open; or (B) in relation to any sum payable in CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the CNY Settlement Centre(s).

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to, and including, the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 14. Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

If the determination of any amount (whether in respect of principal, interest or otherwise) due in respect of the Notes on an Interest Payment Date, Instalment Date, early redemption date or the Maturity Date (such date a "**Scheduled Payment Date**") is calculated by reference to the valuation of one or more Underlying Reference(s) and the date (or final date, as the case may be) for such valuation is postponed or delayed as provided in the Terms and Conditions or in the applicable Final Terms to a date (such date the "**Delayed Date**") falling after the day that is two Business Days preceding such Scheduled Payment Date, notwithstanding any provision to the contrary in the Terms and Conditions or in the applicable Final Terms, such Interest Payment Date, Instalment Date, early redemption date or the Maturity Date, as the case may be, shall be postponed to the day falling two Business Days following such Delayed Date and no interest or other amount shall be payable on the Notes in respect of such delay.

The names of the initial Principal Paying Agent and the other initial Paying Agents and their initial specified offices are set out below. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents and/or to approve any change in the specified office of any Paying Agent, provided that:

(i) so long as any Notes are listed on any stock exchange, there will at all times be a Paying Agent, which may be the Principal Paying Agent (in the case of Bearer Notes) and a Transfer Agent, which may be the Registrar (in the case of Registered Notes) with a specified office in the place required by the rules and regulations of the relevant stock exchange; and

(ii) there will at all times be a Principal Paying Agent and a Registrar; and

(iii) there will at all times be a Paying Agent in a jurisdiction within continental Europe other than the jurisdiction of the Issuer;

(iv) the Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to Council

Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive, other than the jurisdiction in which the Issuer or Guarantor (if any) are incorporated;

(v) so long as any Notes are cleared through CMU, there will at all times be appointed a CMU lodging agent or paying agent with a specified office in such place as required by the CMU; and

(vi) so long as any Notes are cleared through Monte Titoli, there will at all times be an Italian Agent.

In addition, the Issuer shall immediately appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 4(a). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice shall have been given to the Noteholders in accordance with Condition 16.

Payments in respect of the Notes will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 6, (ii) any withholding or deduction required pursuant to an agreement described in 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 6) any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.

(b) ***Physical Delivery***

(i) *Physical Delivery*

(A) Asset Transfer Notices

In relation to Notes to be redeemed by delivery or (in the case of Credit Securities) Delivery of the Entitlement(s), in order to obtain delivery or Delivery of the Entitlement in respect of any Note, the relevant Noteholder must:

(X) if such Note is represented by a Global Note, the relevant Noteholder must deliver to Euroclear or Clearstream, Luxembourg (as applicable), with a copy to the Principal Paying Agent and any entity appointed by the Issuer to deliver or Deliver, as the case may be, the Entitlement on its behalf (the "**Delivery Agent**") not later than the close of business in each place of reception on the Cut-Off Date, a duly completed asset transfer notice in the form set out in the Note Agency Agreement (an "**Asset Transfer Notice**"); and

(Y) if such Note is in definitive form, the relevant Noteholder must deliver (i) if this Note is a Bearer Note, to any Paying Agent or (ii) if this Note is a Registered Note, to the Registrar or any Paying Agent, in each case, with a copy to the Principal Paying Agent and the Delivery Agent (as defined above) not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice in the form set out in the Note Agency Agreement.

For the purposes hereof, "**Cut-off Date**" means the date specified as such in the applicable Final Terms or if not so specified (a) in respect of a Note that is not a Credit Note, the third Business Day immediately preceding the Maturity Date or (b) in respect of a Credit Note, the third Business Day immediately preceding the Physical Settlement Date (or, if earlier, the tenth Business Day following the NOPS Effective Date of the Notice of Physical Settlement).

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

An Asset Transfer Notice may only be delivered (i) if such Note is represented by a Global Note, in such manner as is acceptable to Euroclear or Clearstream, Luxembourg, as the case may be, or (ii) if such Note is in definitive form, in writing.

If this Note is in definitive form, this Note must be delivered together with the duly completed Asset Transfer Notice.

The Asset Transfer Notice shall:

I. specify the name, address and contact telephone number of the relevant Noteholder and the person from whom the Issuer or Delivery Agent may obtain details for the delivery or Delivery of the Entitlement;

II. specify the series number of the Notes and the number of Notes which are the subject of such notice;

III. in the case of Notes represented by a Global Note, specify the nominal amount of Notes which are the subject of such notice and the number of the Noteholder's account at the relevant Clearing System to be debited with such Notes and irrevocably instruct and authorise the relevant Clearing System to debit the relevant Noteholder's account with such Notes on or before the Delivery Date or (in the case of Credit Securities) the Delivery Date (as defined in the Credit Security Conditions);

IV. include an undertaking to pay all Expenses and, in the case of Notes represented by a Global Note, an authority to the relevant Clearing System to debit a specified account of the Noteholder with the relevant Clearing System in respect thereof and to pay such Expenses;

V. include such details as are required for delivery or Delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered or Delivered and specify the name and number of the Noteholder's account to be credited with any cash payable by the Issuer in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Redemption Amount or Failure to Deliver Redemption Amount, as

applicable, or as a result of the Issuer electing to pay the Alternate Cash Redemption Amount;

VI. certify that the beneficial owner of each Note is not a U.S. person (as defined in the Asset Transfer Notice), the Note is not being redeemed within the United States or on behalf of a U.S. person and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any redemption thereof;

VII. authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Note Agency Agreement.

If Condition 4(b)(ii) applies, the form of Asset Transfer Notice required to be delivered will be different from that set out above. Copies of such Asset Transfer Notice may be obtained from the Registrar or any Paying Agent.

(B) Verification of the Noteholder

In the case of Notes represented by a Global Note, upon receipt of an Asset Transfer Notice, the relevant Clearing System shall verify that the person delivering the Asset Transfer Notice is the holder of the Notes described therein according to its records. Subject thereto, the relevant Clearing System will confirm to the Principal Paying Agent the series number and number of Notes the subject of such notice, the relevant account details and the details for the delivery of the Entitlement of each Note. Upon receipt of such confirmation, the Principal Paying Agent will inform the Issuer and any Delivery Agent thereof. The relevant Clearing System will on or before the Delivery Date or (in the case of Credit Securities) the Delivery Date (as defined in the Credit Security Conditions), as the case may be, debit the securities account of the relevant Noteholder with the relevant Notes.

(C) Determinations and Delivery

Any determination as to whether an Asset Transfer Notice is duly completed and in proper form shall be made, in the case of Notes represented by a Global Note, by the relevant Clearing System or, in the case of Notes in definitive form, by the relevant Paying Agent or the Registrar, as the case may be, or in each case in consultation with the Principal Paying Agent, and shall be conclusive and binding on the Issuer, the Guarantor (if applicable), the Principal Paying Agent(s), any Delivery Agent and the relevant Noteholder. Subject as set out below, any Asset Transfer Notice so determined to be incomplete or not in proper form, or which is not copied to the Principal Paying Agent and any Delivery Agent immediately after being delivered or sent as provided in paragraph (A) above, shall be null and void.

If such Asset Transfer Notice is subsequently corrected to the satisfaction of, in the case of Notes represented by a Global Note, the relevant Clearing System, or, in the case of Notes in definitive form, by the relevant Paying Agent or the Registrar, as the case may be, or in each case in consultation with the Principal Paying Agent, it shall be deemed to be a new Asset Transfer Notice submitted at the time such correction was delivered as provided above.

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

The Entitlement will be delivered at the risk of the relevant Noteholder, in the manner provided below on the date fixed for redemption (such date, subject to adjustment in accordance with this Condition, the "**Delivery Date**") or in the case of Credit Securities Delivered at the risk of the relevant Noteholder, in the manner provided below on the Delivery Date (as defined in the Credit Security Conditions), provided that the Asset Transfer Notice is duly delivered as provided above on or prior to the Cut-Off Date.

If a Noteholder fails to give an Asset Transfer Notice as provided herein with a copy to the Principal Paying Agent and the Delivery Agent, on or prior to the Cut-Off Date, then the Entitlement will be delivered or, as the case may be, Delivered as soon as practicable after the date fixed for redemption (in which case, such date of delivery shall be the Delivery Date) or (in the case of Credit Securities) the original date fixed for delivery at the risk of such Noteholder in the manner provided below. For the avoidance of doubt, in such circumstances such Noteholder shall not be entitled to any payment, whether of interest or otherwise, as a result of such Delivery Date falling after the date fixed for redemption or the original date fixed for delivery, as applicable and no liability in respect thereof shall attach to the Issuer or the Guarantor (if applicable), if any.

The Issuer (or any Delivery Agent on its behalf) shall at the risk of the relevant Noteholder, deliver or procure the delivery of the Entitlement for each Note or (in the case of Credit Securities) Deliver the Deliverable Obligations, obligations and/or other assets comprising the Entitlement, in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice or in such manner as is specified in the applicable Final Terms. All costs, taxes, duties and/or expenses including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes ("**Expenses**") arising from the delivery of the Entitlement or the Delivery of the Deliverable Obligations, obligations and/or other assets comprising the Entitlement, as the case may be, in respect of such Notes shall be for the account of the relevant Noteholder and no delivery of the Entitlement or the Delivery of the Deliverable Obligations, obligations and/or other assets comprising the Entitlement, as the case may be, shall be made until all Expenses have been paid to the satisfaction of the Issuer by the relevant Noteholder.

(D) General

If Aggregation is specified as applicable in the applicable Final Terms, Notes held by the same Noteholder will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Notes. The Entitlement or aggregate Entitlements in respect of the same Noteholder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Therefore, fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, will not be

delivered and in lieu thereof a cash adjustment calculated by the Calculation Agent in its sole and absolute discretion shall be paid to the Noteholder.

Following the Delivery Date of a Share or ETI Interest all dividends on the relevant Shares or ETI Interest to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Shares or ETI Interests executed on the Delivery Date and to be delivered in the same manner as such relevant Shares or ETI Interests. Any such dividends to be paid to a Noteholder will be paid to the account specified by the Noteholder in the relevant Asset Transfer Notice as referred to in Condition 4(b)(i)(A).

For such period of time after delivery or Delivery of the Entitlement as the Issuer or any person acting on behalf of the Issuer shall continue to be the legal owner of the securities or Deliverable Obligations, obligations and/or other assets comprising the Entitlement (the "**Intervening Period**"), none of the Issuer, the Guarantor (if applicable), the Paying Agents, the Registrar, any Delivery Agent or any other person shall at any time (i) be under any obligation to deliver or procure delivery to any Noteholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of such securities, obligations, assets or Deliverable Obligations, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities, obligations, assets or Deliverable Obligations or (iii) be under any liability to a Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities, obligations, assets or Deliverable Obligations.

(E) Settlement Disruption

The provisions of this Condition 4(b)(i)(E) apply to Notes other than Credit Securities.

If, in the opinion of the Calculation Agent, delivery of the Entitlement using the method of delivery specified in the applicable Final Terms or such commercially reasonable manner as the Calculation Agent has determined is not practicable by reason of a Settlement Disruption Event (as defined below) having occurred and continuing on the Delivery Date, then the Delivery Date shall be postponed to the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event, provided that, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by delivering the Entitlement using such other commercially reasonable manner as it may select and in such event the Delivery Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Settlement Disruption Event affects some but not all of the Relevant Assets comprising the Entitlement, the Delivery Date for the Relevant Assets not affected by the Settlement Disruption Event will be the originally designated Delivery Date. For so long as delivery of the Entitlement is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Disruption Cash

Redemption Amount (as defined below) on the fifth Business Day following the date that notice of such election is given to the Noteholders in accordance with Condition 16. Payment of the Disruption Cash Redemption Amount will be made in such manner as shall be notified to the Noteholders in accordance with Condition 16. The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 16 that a Settlement Disruption Event has occurred. No Noteholder shall be entitled to any payment in respect of the relevant Note in the event of any delay in the delivery of the Entitlement due to the occurrence of a Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer.

For the purposes hereof:

"**Disruption Cash Redemption Amount**", in respect of any relevant Note, shall be the fair market value of such Note (taking into account, where the Settlement Disruption Event affected some but not all of the Relevant Assets comprising the Entitlement and such non affected Relevant Assets have been duly delivered as provided above, the value of such Relevant Assets) less, except in the case of Italian Listed Notes, the cost to the Issuer and/or its affiliates of unwinding any underlying related hedging arrangements, all as determined by the Issuer in its sole and absolute discretion;

"**Settlement Business Day**" has the meaning specified in the applicable Final Terms; and

"**Settlement Disruption Event**" means, in the opinion of the Calculation Agent or, if the proviso in Condition 2.2(c) applies, the Guarantor, an event beyond the control of the Issuer or the Guarantor, as the case may be, as a result of which the Issuer or the Guarantor, as the case may be, cannot make delivery of the Relevant Asset(s) using the method specified in the applicable Final Terms.

(F) Failure to Deliver due to Illiquidity

The provisions of this Condition 4(b)(i)(F) apply to the Notes other than Credit Securities.

If "Failure to Deliver due to Illiquidity" is specified as applying in the applicable Final Terms and in the opinion of the Calculation Agent, it is impossible or impracticable to deliver, when due, some or all of the Relevant Assets (the "**Affected Relevant Assets**") comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for the Relevant Assets (a "**Failure to Deliver due to Illiquidity**"), then:

I. subject as provided elsewhere in the Terms and Conditions, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated date of redemption in accordance with this Condition 4(b); and

II. in respect of any Affected Relevant Assets, in lieu of physical settlement and notwithstanding any other provision hereof the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Failure to Deliver Redemption

Amount (as defined below) on the fifth Business Day following the date that notice of such election is given to the Noteholders in accordance with Condition 16. Payment of the Failure to Deliver Redemption Amount will be made in such manner as shall be notified to the Noteholders in accordance with Condition 16. The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 16 that the provisions of this Condition 4(b)(i)(F) apply.

For the purposes hereof, "**Failure to Deliver Redemption Amount**" in respect of any relevant Note shall be the fair market value of such Note (taking into account, the Relevant Assets comprising the Entitlement which have been duly delivered as provided above, the value of such Relevant Assets), less, except in the case of Italian Listed Notes, the cost to the Issuer and/or its affiliates of unwinding any underlying related hedging arrangements, all as determined by the Issuer in its sole and absolute discretion.

(G) Additional Provisions for Credit Securities

In the case of Credit Securities, the provisions contained in Annex 12 – "Additional Terms and Conditions for Credit Securities" shall apply.

(H) Additional Provisions for Italian Listed Notes

In the case of Italian Listed Notes, notwithstanding the foregoing, for the purposes of this Condition 4(b)(i) any reference to the "fair market value of such Note" shall be deemed replaced with the "Early Redemption Amount."

(ii) *Variation of Settlement*

(A) If the applicable Final Terms indicate that the Issuer has an option to vary settlement in respect of the Notes, the Issuer may at its sole and absolute discretion in respect of each such Note, elect not to pay the relevant Noteholders the Final Redemption Amount or to deliver or procure delivery of the Entitlement to the relevant Noteholders, as the case may be, but, in lieu thereof to deliver or procure delivery of the Entitlement or make payment of the Final Redemption Amount on the Maturity Date to the relevant Noteholders, as the case may be. Notification of such election will be given to Noteholders in accordance with Condition 16.

(B) If specified in the applicable Final Terms, the Issuer shall, in respect of each Note, in lieu of delivering or procuring the delivery of the Entitlement to the relevant Noteholders, make payment of the Final Redemption Amount on the Maturity Date to the relevant Noteholders.

(C) Condition 4(b)(ii) will not apply to Italian Dematerialised Notes.

(iii) *Issuer's Option to Substitute Assets or to pay the Alternate Cash Redemption Amount*

Notwithstanding any provision of these Conditions to the contrary, the Issuer may, in its sole and absolute discretion in respect of such Notes, if the Calculation Agent determines (in its sole and absolute discretion) that the Relevant Asset or Relevant Assets, as the case may be, comprises shares or ETI Interests which are not freely tradable, elect either (i) to substitute for the Relevant Asset or the Relevant Assets, as the case may be, an equivalent value (as determined by the Calculation Agent in its sole and absolute discretion) of such other shares

or ETI Interests which the Calculation Agent determines, in its sole and absolute discretion, are freely tradable (the "**Substitute Asset**" or the "**Substitute Assets**", as the case may be) or (ii) not to deliver or procure the delivery of the Entitlement or the Substitute Asset or Substitute Assets, as the case may be, to the relevant Noteholders, but in lieu thereof to make payment to the relevant Noteholder on the Settlement Date of an amount equal to the fair market value of the Entitlement on the Valuation Date as determined by the Calculation Agent in its sole and absolute discretion by reference to such sources as it considers appropriate (the "**Alternate Cash Redemption Amount**"). Notification of any such election will be given to Noteholders in accordance with Condition 16 and in the event that the Issuer elects to pay the Alternate Cash Redemption Amount such notice shall give details of the manner in which such amount shall be paid.

For purposes hereof, a "**freely tradable**" share or an ETI Interest shall mean (i) with respect to the United States, a share or an ETI Interest, as the case may be, which is registered under the Securities Act or not restricted under the Securities Act and which is not purchased from the issuer of such share or an ETI Interest, as the case may be, and not purchased from an affiliate of the issuer of such share or an ETI Interest, as the case may be, or which otherwise meets the requirements of a freely tradable share or an ETI Interest, as the case may be, for purposes of the Securities Act, in each case, as determined by the Calculation Agent in its sole and absolute discretion or (ii) with respect to any other jurisdiction, a share or an ETI Interest, as the case may be, not subject to any legal restrictions on transfer in such jurisdiction.

(iv) *Rights of Noteholders and Calculations*

None of the Issuer, the Guarantor (if applicable), the Calculation Agent, any Delivery Agent and the Agents shall have any responsibility for any errors or omissions in any calculation or determination in respect of the Notes, unless, in the case of Italian Listed Notes, such errors or omissions are due to its own wilful misconduct or gross negligence.

The purchase of Notes does not confer on any holder of such Notes any rights (whether in respect of voting, distributions or otherwise) attaching to any Relevant Asset.

(v) *Commodity Securities*

Commodity Securities shall not be redeemed by physical delivery and the provisions of this Condition 4(b) shall not apply to Commodity Securities.

(vi) *Italian Dematerialised Notes*

Italian Dematerialised Notes may not be redeemed by physical delivery. Condition 4(b) will not apply to Italian Dematerialised Notes.

(c) ***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 (an "**FX Disruption Notice**") to the Noteholders in accordance with Condition 16 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), (iv) and (v) below, 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 16 (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 (vi) below with a copy to the Principal Paying Agent a notice (a "**Noteholder Account Information Notice**") not later than 20 calendar days 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 fortieth calendar day following deemed receipt of the Issuer Account Information Notice, then (a) in the case of Notes which are not Italian Listed Notes, 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 and (b), in the case of Italian Listed Notes, the Calculation Agent will calculate an adjustment and, if applicable, make an alternative payment in accordance with Condition 4(c)(v) below.

(iv) In the event that the Calculation Agent determines that it is unlawful, impossible or otherwise impracticable 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 16 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) Notwithstanding paragraphs (ii) to (iv) above, the Calculation Agent:

(A) in the case of Notes other than Italian Listed Notes, acting in a commercially reasonable manner may make such adjustment to the Conditions and/or the applicable Final Terms as it determines to be necessary or desirable to reflect or account for any market practice that develops in respect of the relevant FX Disruption Event; or

(B) in the case of Italian Listed Notes, if not more than six months following the scheduled date for any payment affected by a FX Disruption Event, such payment has not been made in accordance with paragraphs (ii) to (iv) above, acting in good faith and a commercially reasonable manner and taking into consideration all available information that it deems relevant, shall (i) make such adjustment to the Conditions and/or the applicable Final Terms as it determines to be necessary or desirable to reflect or account for any market practice that develops in respect of the relevant FX Disruption Event and (ii) in lieu of the Specified Currency Amount make payment of such amount of the Specified Currency or the Settlement Currency as it, acting in good faith and in a commercially reasonable manner, determines to be appropriate taking into account the FX Disruption Event and, if applicable, the failure to deliver a Noteholder Account Information Notice.

In each case, upon the Calculation Agent making such adjustment, the Issuer shall give notice as soon as practicable to Noteholders in accordance with Condition 16 stating the adjustment to the Conditions and/or the applicable Final Terms.

(vi) 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.

(vii) For the avoidance of doubt, no Interest Period will be adjusted as a result of the postponement of any interest payment pursuant to this Condition 4(c), and no additional interest will be paid in respect of any postponement of the date for payment.

(viii) 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 impracticable for, or has the effect of prohibiting, restricting or materially delaying the ability 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.

## 5. REDEMPTION AND PURCHASE

### 5.1 Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, each Note will be redeemed by the Issuer at its relevant Final Redemption Amount on the Maturity Date specified in the applicable Final Terms or, if the Notes are Physical Delivery Notes by delivery of the Entitlement (as provided in Condition 4(b) above) or (in the case of a Credit Security) at the relevant amount and/or by delivery as specified in the Credit Security Conditions. This Note may not be redeemed other than in accordance with these Conditions. If the Notes are Italian Dematerialised Notes, the relevant Issuer shall on the Maturity Date pay or cause to be paid the Final Redemption Amount by credit or transfer to the Holder's account at Monte Titoli for value on the Maturity Date.

The "**Final Redemption Amount**", in respect of each nominal amount of Notes equal to the Calculation Amount, shall be an amount calculated by the Calculation Agent equal to:

(i) Calculation Amount x the percentage or (ii) the Final Payout, in each case as specified in the applicable Final Terms,

Provided That, (i) if the Notes are Dual Currency Redemption Notes, the product of the above formula will be converted into the Settlement Currency as provided in Condition 5.12 below and (ii) if the product of the Final Payout is zero, no amount shall be payable on final redemption of the Note.

The "**Entitlement**" shall be the quantity of the Relevant Asset(s) equal to the Entitlement Amount specified in the applicable Final Terms or (in the case of a Credit Security) the relevant obligations and/or other assets as specified in the Credit Security Conditions.

5.2 **Redemption for Taxation Reasons**

The provisions of this Condition 5.2 shall not apply in the case of Notes if Condition 6.4 is specified as applicable in the applicable Final Terms.

(a) If the Issuer or the Guarantor (if applicable) would, as a result of any change in, or in the official interpretation or administration of, any laws or regulations of France (in the case of payments by BNPP), the Netherlands (in the case of payments by BNPP B.V.), Luxembourg (in the case of payments by BP2F), any Tax Jurisdiction (as defined in Condition 6.3) (in the case of payments by BGL) or Belgium (in the case of payments by BNPPF) or in each case any other authority thereof or therein be required to pay additional amounts as provided in Condition 6, the Issuer may at its option at any time (in the case of Notes other than Floating Rate Notes, Linked Interest Notes, or Dual Currency Interest Notes) or on any Interest Payment Date (in the case of Floating Rate Notes, Linked Interest Notes or Dual Currency Interest Notes) on giving not more than 45 nor less than 30 days' notice to the Noteholders (in accordance with Condition 16) which notice shall be irrevocable, redeem all, but not some only, of the Notes at their Early Redemption Amount (as defined below) together with interest accrued to the date fixed for redemption, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date upon which the Issuer could make payment without withholding for such taxes.

(b) If the Issuer or the Guarantor (if applicable) would, on the next due date for payment of any amount in respect of the Notes, be prevented by French law (in the case of payments by BNPP), Dutch law (in the case of payments by BNPP B.V.), Luxembourg law (in the case of payments by BP2F), the laws or regulations of any Tax Jurisdiction (as defined in Condition 6.3) (in the case of payments by BGL) or Belgium law (in the case of payments by BNPPF) from making such payment notwithstanding the undertaking to pay additional amounts as provided in Condition 6, then the Issuer shall forthwith give notice of such fact to the Principal Paying Agent and shall at any time (in the case of Notes other than Floating Rate Notes, Linked Interest Notes or Dual Currency Interest Notes) or on any Interest Payment Date (in the case of Floating Rate Notes, Linked Interest Notes or Dual Currency Interest Notes) redeem all, but not some only, of the Notes then outstanding at their Early Redemption Amount (as defined below) together with interest accrued to the date fixed for redemption, upon giving not less than 7 nor more than 45 days' prior notice to the Noteholders (in accordance with Condition 16), provided that the due date for redemption of which notice hereunder shall be given shall be no earlier than the latest practicable date on which the Issuer could make payment of the full amount of interest payable in respect of the Notes or, if such date is already past, as soon as practicable thereafter.

5.3 **Redemption at the Option of the Issuer (Issuer Call Option)**

If Issuer Call Option is specified in the applicable Final Terms, the Issuer may having given not less than the minimum notice period nor more than the maximum notice period specified in the applicable Final Terms (the

"**Notice Period**") notice to the Noteholders in accordance with Condition 16, (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding at the Optional Redemption Amount on any Optional Redemption Date specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any partial redemption must be of a nominal amount equal to the Minimum Redemption Amount or a Higher Redemption Amount. The "**Optional Redemption Amount**", in respect of each nominal amount of Notes equal to the Calculation Amount, shall be an amount calculated by the Calculation Agent equal to:

(i) Calculation Amount x the percentage or (ii) the Call Payout, as specified in the applicable Final Terms,

Provided That if the product of the Call Payout is zero, no amount shall be payable on redemption of such Note.

In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will (i) in the case of Redeemed Notes represented by definitive Notes, be selected individually by lot, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **"Selection Date**") (ii) in the case of Redeemed Notes represented by a Global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) and (iii) in the case of Italian Dematerialised Notes, be governed by the standard procedures of Monte Titoli. In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 16 not less than 15 days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Notes represented by definitive Notes shall bear the same proportion to the aggregate nominal amount of all Redeemed Notes as the aggregate nominal amount of definitive Notes outstanding bears to the aggregate nominal amount of the Notes outstanding, in each case on the Selection Date, provided that such first mentioned nominal amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination, and the aggregate nominal amount of Redeemed Notes represented by a Global Note shall be equal to the balance of the Redeemed Notes.

5.4 **Redemption at the Option of the Noteholders (Noteholder Put Option)**

If Noteholder Put Option is specified in the applicable Final Terms, upon a Noteholder giving to the Issuer in accordance with Condition 16 not less than the minimum notice period nor more than the maximum notice period specified in the applicable Final Terms (the "**Notice Period**") notice the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), such Note at the Optional Redemption Amount on the Optional Redemption Date specified in the applicable Final Terms, together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. The "**Optional Redemption Amount**" shall be an amount calculated by the Calculation Agent equal to:

(i) Calculation Amount x the percentage or (ii) the Put Payout, as specified in the applicable Final Terms,

Provided That if the product of the Put Payout is zero, no amount shall be payable on redemption of such Note.

If this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg or the CMU, to exercise the right to require redemption of this Note the relevant Noteholder must deliver at the specified office of the Registrar or, as the case may be, any Paying Agent at any time during normal business hours of such Registrar or Paying Agent falling within the Notice Period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of the Registrar or any Paying Agent (a "**Put Notice**") and in which the Noteholder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition, accompanied by this Note or evidence satisfactory to the Registrar or the Paying Agent concerned that this Note will,

following delivery of the Put Notice, be held to its order or under its control in accordance with the Note Agency Agreement. If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg or the CMU, to exercise the right to require redemption of this Note the relevant Noteholder must, within the Notice Period, give notice to the Registrar or Paying Agent or the CMU Lodging Agent concerned of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg or the CMU (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or the CMU Lodging Agent or any common depositary or common safekeeper, as the case may be, for them to the Registrar or Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg or the CMU from time to time and, if this Note is represented by a Global Note, at the same time present or procure the presentation of the relevant Global Note to the Agent for notation accordingly. If this Note is an Italian Dematerialised Note held through Monte Titoli to exercise the right to require redemption of the Note the Holder of the Note must, within the Notice Period, give notice to the Italian Agent of such exercise in accordance with the standard procedures of Monte Titoli in a form acceptable to Monte Titoli.

Any Put Notice given by a Noteholder pursuant to this paragraph shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such Noteholder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Note forthwith due and payable pursuant to Condition 8.

5.5 **Early Redemption**

For the purposes of paragraph 5.2 above, Condition 8 and any circumstances where the Notes are to be redeemed prior to their Maturity Date at their Early Redemption Amount (as defined below), each Note will be redeemed at an amount (the "**Early Redemption Amount**") calculated as follows, together, if appropriate, with interest accrued to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable:

(a) in the case of a Note (other than a Zero Coupon Note or a Note whose Early Redemption Amount is linked to an index, a formula or other Underlying Reference) with a Final Redemption Amount equal to its nominal amount, at the Final Redemption Amount thereof; or

(b) in the case of a Note (other than a Zero Coupon Note) with a Final Redemption Amount or interest, coupon, premium or other interim payment which is linked to an index, a formula or other Underlying Reference, at the percentage of the Calculation Amount specified in the applicable Final Terms or, if "Market Value less Costs" is specified in the applicable Final Terms at the fair market value less associated costs; or

(c) in the case of a Zero Coupon Note the Early Redemption Amount of which is not linked to an index, a formula or other Underlying Reference at an amount (the "**Amortised Face Amount**") equal to the sum of:

(i) the Reference Price specified in the applicable Final Terms; and

(ii) the product of the Accrual Yield specified in the applicable Final Terms (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable.

Where such calculation is to be made for a period of less than a full year, it shall be made on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed in such incomplete month.

5.6 **Purchases**

The Issuer, the Guarantor (if any) or any of their respective subsidiaries may, but is not obliged to, at any time purchase Notes (together with (in the case of definitive Bearer Notes of this Series) all unmatured Receipts or Coupons appertaining thereto) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or surrendered for cancellation.

5.7 **Cancellation**

All Notes which are redeemed or purchased by the Issuer to be cancelled will forthwith be cancelled (together, in the case of definitive Bearer Notes, with all unmatured Coupons and Receipts presented therewith) and accordingly may not be re-issued or resold.

5.8 **Instalments**

Each Note in definitive form which is redeemable in instalments will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms. All instalments (other than the final instalment) will be paid by surrender of, in the case of a definitive Bearer Note, the relevant Receipt (which must be presented with the Note to which it appertains) and, in the case of a definitive Registered Note, the relevant Note and issue of a new Note in the nominal amount remaining outstanding, all as more fully described in Condition 4.

5.9 **Late payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph 5.2, 5.3 or 5.4 above is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph 5.5(c) above as though the references therein to the date fixed for redemption or the date upon which the Zero Coupon Note becomes due and repayable were replaced by references to the date which is the earlier of:

(a) the date on which all amounts due in respect of the Zero Coupon Note have been paid; and

(b) the date on which the full amount of the moneys payable has been received by the Principal Paying Agent and notice to that effect has been given to the Noteholders in accordance with Condition 16.

5.10 **Partly Paid Notes**

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise in accordance with the provisions of this Condition 5.

5.11 **Payout Switch**

If Payout Switch is specified as applicable in the applicable Final Terms (i) if Payout Switch Election is specified as applicable in the applicable Final Terms, the Issuer may in its sole and absolute discretion elect that or (ii) if Automatic Payout Switch is specified as applicable in the applicable Final Terms and an Automatic Payout Switch Event occurs, the Redemption/Payment Basis for the Notes will be amended (a "**Payout Switch**") from the Redemption/Payment Basis specified in the Final Terms to the Switched Payout specified in the applicable Final Terms on and after the Payout Switch Date specified in the applicable Final Terms. Notice of any Payout Switch will be given to Noteholders in accordance with Condition 16.

"**Automatic Payout Switch Event**" means that the SPS APS Value is (a) "greater than", (b) "equal to or greater than", (c) "less than" or (d) "less than or equal to", as specified in the applicable Final Terms, the Automatic Payout Switch Level, (x) on a SPS APS Valuation Date or (y) in respect of a SPS APS Valuation Period, as specified in the applicable Final Terms;

"**Automatic Payout Switch Level**" means the number, amount, level or percentage specified as such in the applicable Final Terms;

"**SPS APS Value**" means the value from Payout Condition 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**SPS APS Valuation Date**" means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

"**SPS APS Valuation Period**" means each period specific as such in the applicable Final Terms.

5.12 **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 shall be deemed to include, as applicable:

(a) any additional amounts which be payable with respect to principal under Condition 6;

(b) the Final Redemption Amount of the Notes;

(c) the Early Redemption Amount of the Notes;

(d) the Optional Redemption Amount(s) (if any) of the Notes;

(e) the Instalment Amounts;

(f) the Automatic Early Redemption Amount (if any) of the Notes;

(g) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 5.5); and

(h) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

5.13 **Redemption in part of Italian Dematerialised Notes**

Notwithstanding any provision to the contrary in the Conditions, any redemption of the Notes in part must be in accordance with the standard procedures of Monte Titoli.

## 6. TAXATION

6.1 **Notes issued by BNPP B.V.**

Subject to Condition 6.4, in the case of Notes issued by BNPP B.V., all payments in respect of such Notes, Receipts and Coupons or under the Guarantee shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In the event that any amounts are required to be deducted or withheld for, or on behalf of, any Tax Jurisdiction, the Issuer or, as the case may be, the Guarantor shall, to the fullest extent permitted by law, pay such additional amount as may be necessary, in order that each Noteholder, Receiptholder or Couponholder, after deduction or withholding of such taxes, duties, assessments

or governmental charges, will receive the full amount then due and payable provided that no such additional amount shall be payable with respect to any Note, Receipt or Coupon:

(a) presented for payment by or on behalf of a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his being connected with the Netherlands (in the case of payments by BNPP B.V.) or France (in the case of payments by the Guarantor) other than by the mere holding of such Note, Receipt or Coupon; or

(b) presented for payment more than 30 days after the Relevant Date (as defined below), except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 4(a)); or

(c) where such withholding or deduction is imposed on a payment to an individual beneficial owner or a residual entity and is required to be made pursuant to Council Directive 2003/48/EC on the taxation of savings income or any law (whether in or outside the European Union) implementing or complying with, or introduced in order to conform to, such Directive; or

(d) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

In these Terms and Conditions:

(x) **Tax Jurisdiction** means France or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by BNPP as Guarantor) or the Netherlands or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by BNPP B.V.); and

(y) the **Relevant Date** means the date on which the relevant payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 16.

6.2 **Notes issued by BP2F**

Subject to Condition 6.4, in the case of Notes issued by BP2F, all payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer or (if the Guarantee 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 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 the Guarantor) 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, the Issuer or, as the case may be, the Guarantor will pay such additional amounts as may be necessary in order that the net amounts received by the Noteholders or, as the case may be, the Couponholders after such deduction or withholding shall equal the respective amounts which would have been receivable under these Conditions in respect of the Notes or, as the case may be, Coupons by the Noteholders and (if applicable) the Couponholders in the absence of such deduction or withholding, except that no such additional amounts shall be payable with respect to any Note or Coupon:

(i) presented for payment in Belgium; or

(ii) to, or to a third party on behalf of, a holder who is able to avoid such withholding or deduction by placing such Note 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

(iii) 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 or Coupon by reason of its having some connection with Belgium other than by reason only of the holding of such Note or Coupon or the receipt of the relevant payment in respect thereof; or

(iv) 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

(v) where such withholding or deduction is imposed on a payment to an individual or a residual entity within the meaning of the Council Directive 2003/48/EC and is required to be made pursuant to (i) Council Directive 2003/48/EC on the taxation of savings income or any law (whether in or outside the European Union) implementing or complying with, or introduced in order to conform to, such Directive and (ii) the law of 23 December 2005 (as amended) introducing a 10 per cent. withholding tax as regards Luxembourg resident individuals; or

(vi) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a member state of the European Union.

As used in these Conditions, "**Relevant Date**" in respect of any Note 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 16 that, upon further presentation of the Note or Coupon being made in accordance with the Conditions, such payment will be made, **provided that** payment is in fact made upon such presentation. References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, 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, (ii) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 3 or any amendment or supplement to it and (iii) "**principal**" and/or "**interest**" shall be deemed to include any additional amounts which may be payable under this Condition.

6.3 **Notes issued by BGL**

Subject to Condition 6.4, in the case of Notes issued by BGL, all payments of principal and interest in respect of the Notes and Coupons by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the Noteholders or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction, except that no such additional amounts shall be payable with respect to any Note or Coupon:

(a) presented for payment to, or to a third party on behalf, of a holder who is liable for such taxes or duties in respect of such Note, Receipt or Coupon by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Note or Coupon; or

(b) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day; or

(c) where such withholding or deduction imposed on a payment is required to be made pursuant to Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(d) presented for payment by or on behalf of a holder who would be able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State of the European Union; or

(e) where such withholding or deduction is imposed on a payment pursuant to (i) an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, or any official interpretations thereof or (ii) Section 871(m) of the Code.

As used in these conditions:

(A) "**Tax Jurisdiction**" means the Grand Duchy of Luxembourg, the jurisdiction in which the Specified Branch (if any) is located or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Notes and Coupons; and

(B) the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 16.

**6.4 No Gross-up**

If Condition 6.4 is specified as applicable in the applicable Final Terms, neither the Issuer nor the Guarantor (if any) shall be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Note and all payments made by the Issuer or the Guarantor (if any) shall be made subject to any tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

**7. REDENOMINATION**

7.1 **Redenomination**

Where redenomination is specified in the applicable Final Terms as being applicable, the Issuer may, without the consent of the Noteholders, the Receiptholders and the Couponholders, on giving prior notice to the Principal Paying Agent, Euroclear, Clearstream, Luxembourg and Monte Titoli and at least 30 days' prior notice to the Noteholders in accordance with Condition 16 (and, in the case of Italian Dematerialised Notes, in accordance with the standard procedures of Monte Titoli), elect that, with effect from the Redenomination Date specified in the notice, the Notes shall be redenominated in euro.

The election will have effect as follows:

(a) the Notes and the Receipts shall be deemed to be redenominated into euro in the denomination of euro 0.01 with a principal amount for each Note and Receipt equal to the principal amount of that Note or Receipt in the Specified Currency, converted into euro at the Established Rate, provided that, if the Issuer determines, with the agreement of the Principal Paying Agent, that the then market practice in respect of the redenomination into euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange (if any) on which the Notes may be listed and the Paying Agents of such deemed amendments;

(b) save to the extent that an Exchange Notice has been given in accordance with paragraph (d) below, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate principal amount of Notes presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant Noteholder and the amount of such payment shall be rounded down to the nearest euro 0.01;

(c) if definitive Notes are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer in the denominations of euro 1,000, euro 10,000, euro 100,000 and (but only to the extent of any remaining amounts less than euro 1,000 or such smaller denominations as the Principal Paying Agent may approve) euro 0.01 and such other denominations as the Principal Paying Agent shall determine and notify to the Noteholders;

(d) if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Notes) will become void with effect from the date on which the Issuer gives notice (the "**Exchange Notice**") that replacement euro-denominated Notes, Receipts and Coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Notes and Receipts so issued will also become void on that date although those Notes and Receipts will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Notes, Receipts and Coupons will be issued in exchange for Notes, Receipts and Coupons denominated in the Specified Currency in such manner as the Principal Paying Agent may specify and as shall be notified to the Noteholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Notes;

(e) after the Redenomination Date, all payments in respect of the Notes, the Receipts and the Coupons, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Notes to the Settlement Currency were to euro. Payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque;

(f) if the Notes are Fixed Rate Notes and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on a Fixed Interest Date, it will be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit (defined above) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention;

(g) if the Notes are Floating Rate Notes, the applicable Final Terms will specify any relevant changes to the provisions relating to interest; and

(h) such other changes shall be made to these Conditions as the Issuer may decide, after consultation with the Principal Paying Agent, and as may be specified in the notice, to conform them to conventions then applicable to instruments denominated in euro.

7.2 **Definitions**

In these Conditions, the following expressions have the following meanings:

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

"**euro**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty;

"**Redenomination Date**" means (in the case of interest bearing Notes) any date for payment of interest under the Notes or (in the case of Zero Coupon Notes) any date, in each case specified by the Issuer in the notice given to the Noteholders pursuant to paragraph 7.1 above and which falls on or after the date on which the country of the Specified Currency first participates in the third stage of European economic and monetary union; and

"**Treaty**" means the Treaty on the Functioning of the European Union, as amended.

## 8. EVENTS OF DEFAULT AND ENFORCEMENT

8.1 **Events of Default**

(a) **Notes issued by BNPP B.V.**

In the case of Notes issued by BNPP B.V., a Noteholder may give written notice to the Issuer and the Principal Paying Agent that the Note is, and it shall accordingly forthwith become, immediately due and repayable at its Early Redemption Amount, together, if appropriate, with interest accrued to the date of repayment, in any of the following events ("**Events of Default**"):

(i) the Issuer fails to pay any amount payable in respect of the Notes or any of them when due and payable and such default is not remedied within 30 days after the relevant due date; or

(ii) the Issuer or the Guarantor fails to perform or observe any of its other obligations under the Notes and such default is not remedied within 45 days after notice of such default has been given to the Principal Paying Agent by any Noteholder; or

(iii) BNPP ceases its payments, or a judgment is issued for the judicial liquidation (*liquidation judiciaire*) of BNPP or for a transfer of the whole of its business (*cession totale de l'entreprise*), or the Issuer or Guarantor is subject to similar proceedings, or, in the absence of legal proceedings, the Issuer or Guarantor makes a conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors, or a resolution is passed by the Issuer or Guarantor for its winding-up or dissolution, except in connection with a merger or other reorganisation in which all of the Issuer's or the Guarantor's assets are transferred to, and all of the Issuer's or Guarantor's debts and liabilities (including the Notes) are assumed by, another entity which continues the Issuer's or Guarantor's activities.

(b) **Notes issued by BP2F**

In the case of Notes issued by BP2F, if any of the following events ("**Events of Default**") occurs and is continuing, the holder of any Note may give written notice to the Principal Paying Agent that such Note is immediately repayable at the Early Redemption Amount 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 Principal Paying 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:

(i) 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

(ii) default by the Issuer or 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 Guarantee, as the case may be, if such default is not cured within 45 days after receipt by the Principal Paying Agent of written notice thereof given by any Noteholder requiring the same to be remedied; or

(iii) default by the Issuer or 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 Issuer or the Guarantor (which indebtedness in the case of the Guarantor 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 Issuer or the Guarantor (which indebtedness in the case of the Guarantor 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

(iv) the Issuer is dissolved or wound up or otherwise ceases to exist prior to the redemption of all outstanding Notes or 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 Issuer ceases to be a subsidiary of the Guarantor (save in the case of a substitution pursuant to Condition 19 where the substitute is the Guarantor); or

(v) the Issuer or the Guarantor becomes insolvent, is unable to pay its debts generally (or in the case of 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 Issuer or the Guarantor, or if the Issuer or 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 Issuer or the Guarantor or of any substantial part of its property or as the winding up or liquidation of the Issuer, or 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 Issuer or the Guarantor; or

(vi) a court having jurisdiction in the premises enters a decree or order for relief in respect of the Issuer or 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 Issuer or 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

(vii) it becomes unlawful for the Issuer or 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

(viii) the Guarantee is not or is 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 Note Agency Agreement, the Notes and the Guarantee as fully as if it had been named in the Note Agency Agreement, the Notes and the Guarantee 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 Principal Paying Agent shall specify the serial number(s) of the Note(s) concerned.

(c) **Notes issued by BGL**

In the case of Notes issued by BGL, if any of the following events ("**Events of Default**") occurs and is continuing, the holder of any Note may give written notice to the Principal Paying Agent at its specified office that such Note is immediately repayable, whereupon the same shall become forthwith due and payable at the Early Redemption Amount, together with accrued interest (if any) to the date of repayment, without presentation, demand, protest or other notice of any kind:

(i) default is made for more than 14 days (in the case of interest) or 7 days (in the case of principal) in the payment on the due date of interest or principal in respect of any of the Notes; or

(ii) the Issuer defaults in performance or observance of, or compliance with, any of its other obligations in the Notes which default is incapable of remedy or which, if capable of remedy, is not remedied within 21 days after notice of such default shall have been given to the Principal Paying Agent at its specified office by any Noteholder; or

(iii) a distress, attachment, execution or other legal process is levied, enforced or sued out on or against all or a material part of the property, assets or revenues of the Issuer and is not stayed or discharged within 21 days; or

(iv) any present or future mortgage, charge, pledge, lien or other encumbrance on or over all or a material part of the property, assets or revenues of the Issuer becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager, administrator or other similar person) and such enforcement or step is not stayed or discharged within 21 days; or

(v) (A) if any judgment has been rendered by any competent court for the liquidation (*liquidation judiciaire*) or the opening of a regime of suspension of payment (*sursis de paiement*) of the Issuer; or (B) if the Issuer makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors or (C) if an effective voluntary resolution is passed for the dissolution (*dissolution*) and liquidation (*liquidation*) of the Issuer (in each case save for the purposes of amalgamation, merger, consolidation, reorganisation or similar arrangement upon which all the assets of the Issuer are transferred to and all its debts and liabilities assumed by the continuing entity or entity formed as a result of such merger or reorganisation); or

(vi) the Issuer ceases to carry on business (except for the purpose of any amalgamation, merger or other reorganisation under which the continuing or successor corporation has assumed all of the assets and business undertakings of the Issuer pursuant to Condition 19 and has expressly and effectively assumed the obligations of the Issuer under the Notes); or

(vii) (A) any loan or other present or future indebtedness of the Issuer for or in respect of moneys borrowed or raised and not being money deposited with the Issuer or transferred pursuant to a fiduciary contract within the meaning of the Luxembourg Law of 27 July 2003 on the Trust and Fiduciary Contracts, as amended or otherwise borrowed in the ordinary course of business of the Issuer ("**Relevant Indebtedness**") becomes due and payable prior to its stated maturity otherwise than at the option of the Issuer or the creditor thereof, or (B) the Issuer fails to make any payment in respect of Relevant Indebtedness on the due date for such payment as extended by any applicable grace period or (C) default is made by the Issuer in making any payment due under any present or future guarantee and/or indemnity given by it of, or in respect of, Relevant Indebtedness, provided that the aggregate amount of the Relevant Indebtedness in respect of which one or more of the events mentioned above in this paragraph (vii) have occurred equals or exceeds EUR 15,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the euro as quoted by any leading bank on the day on which this paragraph operates).

## 9. ADDITIONAL DISRUPTION EVENTS AND OPTIONAL ADDITIONAL DISRUPTION EVENTS

### 9.1 Definitions

"**Additional Disruption Event**" means each of Change in Law and Hedging Disruption, unless otherwise specified otherwise in the applicable 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;

"**Cancellation Event**" means, that in the determination of the Calculation Agent, all or some of the Debt Instruments are redeemed prior to their stated maturity date for any reason, and as a result thereof it is impossible, impracticable or unduly onerous for the Issuer or its Affiliates to hedge the Issuer's obligations in respect of the Notes;

"**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, in respect of any tax law, solvency or capital

requirements), or (b) due to the promulgation of or any change in the interpretation or application of any law or regulation by any court, tribunal or regulatory or other supervisory authority with competent jurisdiction (including any action taken by a taxing or financial authority or any supervisory authority) or the combined effect thereof if occurring more than once, the Issuer determines in its sole and absolute discretion that:

(a) it has become illegal for it or any of its Affiliates to hold, acquire or dispose of any relevant hedge position relating to an Index (in the case of Index Securities), any relevant hedge position relating to a Debt Instrument (in the case of Debt Securities), any relevant hedge position relating to a Share (in the case of Share Securities), any relevant hedge position relating to an ETI Interest (in the case of ETI Securities), any relevant hedge position relating to a Commodity or Commodity Index (in the case of Commodity Securities) or any relevant hedge position relating to a Fund Share (in the case of Fund Securities) (each a "**Hedge**"); or

(b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the Notes in issue or in holding, acquiring or disposing of any Hedge;

"**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 Index, the Shares or the Debt Instruments or any options or futures contracts or other hedging arrangement in relation to the Index, the Shares or the Debt Instruments (for the purposes of hedging the Issuer's obligations under the Securities) 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 country in which the Index, the Shares or the Debt Instruments or any options or futures contracts in relation to the Index, the Shares or the Debt Instruments respectively 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;

"**Force Majeure Event**" means that, on or after the Trade Date, the performance of the Issuer's obligations under the Notes is prevented or materially hindered or delayed due to:

(a) any act (other than a Market Disruption Event), law, rule, regulation, judgment, order, directive, interpretation, decree or material legislative or administrative interference of any Government Authority or otherwise; or

(b) the occurrence of civil war, disruption, military action, unrest, political insurrection, terrorist activity of any kind, riot, public demonstration and/or protest, or any other financial or economic reasons or any other causes or impediments beyond such party's control; or

(c) any expropriation, confiscation, requisition, nationalisation or other action taken or threatened by any Government Authority that deprives the Issuer or any of its Affiliates, of all or substantially all of its assets in the Local Currency jurisdiction;

"**Government Authority**" means any nation, state or government, any province or other political subdivision thereof, any body, agency or ministry, any taxing, monetary, foreign exchange or other authority, court, tribunal or other instrumentality and any other entity exercising, executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

"**Hedging Disruption**" means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any

transaction(s) or asset(s) or any futures or option contracts it deems necessary to hedge the equity price risk or any other relevant price risk including but not limited to the currency risk of the 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), asset(s) or futures or options contract(s) or any relevant hedge positions relating to the Notes;

"**Hedging Shares**" means the number of components comprised in an Index (in the case of Index Securities) or the number of Shares (in the case of Share Securities) that the Issuer and/or any of its Affiliates deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Notes;

"**Increased Cost of Hedging**" means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract on any Commodity or, in the case of a Commodity Index, Index Component (in the case of Commodity Securities) or, in respect of any Index Securities relating to a Custom Index, any relevant hedge positions relating to an Index, or, in respect of any Debt Securities, any relevant hedge positions relating to a Debt Instrument, it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest risk) of the Issuer issuing and performing its obligations with respect to the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s) or any such futures or options contract(s) or, in respect of any Index Securities relating to a Custom Index, any relevant hedge positions relating to an Index, or, in respect of any Debt Securities, any relevant hedge positions relating to a Debt Instrument, provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging;

"**Increased Cost of Stock Borrow**" means that the Issuer and/or any of its Affiliates would incur a rate to borrow any component security comprised in an Index (in the case of Index Securities) or any Share (in the case of Share Securities) that is greater than the Initial Stock Loan Rate;

"**Initial Stock Loan Rate**" means, in respect of a component security comprised in an Index (in the case of Index Securities) or a Share (in the case of Share Securities), the initial stock loan rate specified in relation to such Share, security, component or commodity in the applicable Final Terms;

"**Insolvency Filing**" means that a Share Company or Basket Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Share Company or Basket Company shall not be deemed an Insolvency Filing;

"**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 Index, the Shares or the Debt Instruments or any options or futures contracts in relation to the Index, the Shares or the Debt Instruments in order for the Issuer to perform its obligations under the Notes or 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 sole and absolute 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;

"**Loss of Stock Borrow**" means that the Issuer and/or any Affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any component security comprised in an Index (in the case of Index Securities) or any Share (in the case of Share Securities) in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate;

"**Maximum Stock Loan Rate**" means in respect of a component security comprised in an Index (in the case of Index Securities) or a Share (in the case of Share Securities), the Maximum Stock Loan Rate specified in the applicable Final Terms;

"**Optional Additional Disruption Event**" means any of Cancellation Event, Currency Event, Force Majeure Event, Jurisdiction Event, Increased Cost of Hedging, Increased Cost of Stock Borrow, Insolvency Filing, Loss of Stock Borrow and/or Stop-Loss Event, in each case if specified in the applicable Final Terms;

"**Stop-Loss Event**" means, in respect of a Share, the price of any Share as quoted on the relevant Exchange for such Share at the Scheduled Closing Time on any Scheduled Trading Day that is not a Disrupted Day in respect of such Share on or after the Trade Date or, if later, the Strike Date, is less than 5 per cent., or such percentage specified in the applicable Final Terms, of its Strike Price or, if no Strike Price is specified in the applicable Final Terms, the price given as the benchmark price for such Share in the applicable Final Terms, all as determined by the Calculation Agent;

"**Trade Date**" has the meaning given to it in the applicable Final Terms.

9.2 If Additional Disruption Events are specified as applicable in the applicable Final Terms and an Additional Disruption Event and/or an Optional Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (a) or, if applicable, (b), (c), (d) or (e), as the case may be, below:

(a) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and/or Optional Additional Disruption Event and determine the effective date of that adjustment;

(b) unless Delayed Redemption on Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event is specified in the applicable Final Terms, on giving notice to Holders in accordance with Condition 16, 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 taking into account the Additional Disruption Event and/or Optional Additional Disruption Event less, except in the case of Italian Listed Notes, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 16; or

(c) if Delayed Redemption on Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event is specified as being 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 Optional Additional Disruption Event, less, except in the case of Italian Listed Notes, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Additional Disruption Amount**") as soon as practicable following the occurrence of the

Additional Disruption Event and/or Optional Additional Disruption Event (the "**Calculated Additional 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 Additional Disruption Amount plus interest accrued from and including the Calculated Additional Disruption Amount Determination Date to but excluding the Maturity Date at a rate equal to 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, the Calculation Amount; or

(d) in the case of Index Securities linked to a Custom Index, the Calculation Agent may use commercially reasonable efforts to select a successor index with a substantially similar formula for and method of calculation as the Custom Index within twenty (20) Scheduled Custom Index Business Days of the occurrence of the relevant Additional Disruption Event or Optional Additional Disruption Event and, upon selection of such successor index (the "**Successor Index**"), the Calculation Agent shall promptly notify the Issuer and the Issuer will give notice to the Holders in accordance with Condition 16 and such index shall become the Successor Index and deemed to be a "Custom Index" for the purposes of the Notes and the Calculation Agent will make such adjustment, if any, to one or more of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for the substitution. Such substitution and any relevant adjustment to the Terms and Conditions and/or the applicable Final Terms will be deemed to be effective as of the date selected by the Calculation Agent in its sole and absolute discretion which may, but need not be the date on which the relevant Additional Disruption Event or Optional Additional Disruption Event occurred; or

(e) in the case of Share Securities linked to a Basket of Shares, the Calculation Agent may adjust the Basket of Shares to include a Share selected by it in accordance with the criteria for Share selection set out below (each a "**Substitute Share**") for each Share (each an "**Affected Share**") which is affected by the Additional Disruption Event and/or Optional Additional Disruption Event and the Substitute Share will be deemed to be a "**Share**" and the relevant issuer of such shares a "**Basket Company**" for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Notes was to be determined by reference to the Initial Price of the Affected Share, the Initial Price of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula:

Initial Price = A×(B/C)

where:

"A" is the official closing price of the relevant Substitute Share on the relevant Exchange on the Substitution Date;

"B" is the Initial Price of the relevant Affected Share; and

"C" is the official closing price of the relevant Affected Share on the relevant Exchange on the Substitution Date.

Such substitution and the relevant adjustment to the Basket of Shares will be deemed to be effective as of the date selected by the Calculation Agent (the "Substitution Date") in its sole and absolute discretion and specified in the notice referred to below which may, but need not, be the relevant date of the Additional Disruption Event and/or Optional Additional Disruption Event.

The Weighting of each Substitute Share in the Basket of Shares will be equal to the Weighting of the relevant Affected Share.

In order to be selected as a Substitute Share, the relevant share must be a share which, in the sole and absolute discretion of the Calculation Agent:

(i) is not already included in the Basket of Shares;

(ii) the relevant issuer of such share belongs to the same economic sector as the Basket Company in respect of the Affected Share; and

(iii) the relevant issuer of such share has a comparable market capitalisation, international standing and exposure as the Basket Company in respect of the Affected Share.

In the case of Italian Listed Notes, notwithstanding the foregoing, the Calculation Agent will adjust any relevant terms of the Notes as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Notes.

9.3 Upon the occurrence of an Additional Disruption Event and/or Optional Additional Disruption Event, if the Calculation Agent determines that an adjustment in accordance with the above provisions is necessary it shall notify the Issuer thereof as soon as practicable and the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 16 stating the occurrence of the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto

9.4 Where the Notes are Italian Listed Notes, notwithstanding the foregoing, any reference to "fair market value" in Conditions 9.2(b) and 9.2(c) shall be deemed to be a reference to "Early Redemption Amount".

**10. KNOCK-IN EVENT AND KNOCK-OUT EVENT**

10.1 If "Knock-in Event" is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable, under the relevant Notes which is expressed in the Conditions to be subject to a Knock-in Event, shall be conditional upon the occurrence of such Knock-in Event.

10.2 If "Knock-out Event" is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable, under the relevant Notes which is expressed in the Conditions to be subject to a Knock-out Event, shall be conditional upon the occurrence of such Knock-out Event.

10.3 In respect of Index Securities, Share Securities, Debt Securities and Futures Securities, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day (a) in respect of Notes other than Custom Index Securities or Debt Securities, at any time during the one hour period that begins or ends at the Valuation Time the Level triggers the Knock-in Level or the Knock-out Level, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, or (b) in respect of Custom Index Notes or Debt Securities, a Custom Index Disruption Event or Market Disruption Event, as applicable, is occurring, then (i) if Disruption Consequences are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Trading Disruption, Exchange Disruption, Early Closure, Custom Index Disruption Event or Market Disruption Event or (ii) if Disruption Consequences are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred; provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or

Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.

10.4 In respect of Commodity Securities or Currency Securities, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Commodity Disrupted Day or a Disrupted Day, as applicable, then (i) if Disruption Consequences are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such day being a Commodity Disrupted Day or a Disrupted Day, as the case may be or (ii) if Disruption Consequences are specified as applicable in the applicable Final Terms, such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

10.5 In respect of Notes other than Custom Index Securities or Debt Securities, 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 on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time on which the Level triggers the Knock-in Level or the Knock-out Level, (a) in the case of Index Securities, Share Securities and Futures Securities, a Trading Disruption, Exchange Disruption or Early Closure, (b) in the case of Currency Securities, a Disruption Event or (c) in the case of Commodity Securities, a Market Disruption Event, in each case occurs or exists, then (i) if Disruption Consequences are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Trading Disruption, Exchange Disruption, Early Closure, Disruption Event or Market Disruption Event or (ii) if Disruption Consequences are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that, in the case of Notes other than Commodity Securities or Currency Securities, if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.

10.6 In respect of Debt Securities, 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 on the exchange on which the relevant Debt Instrument is traded or on any exchange on which options contracts or futures contracts with respect to such Debt Instrument are traded and if on any Knock-in Determination Day or Knock-out Determination Day and at any time at which the Level triggers the Knock-in Level or the Knock-out Level, a Market Disruption Event has occurred or is occurring, then (i) if Disruption Consequences are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Market Disruption Event or (ii) if Disruption Consequences are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.

10.7 Definitions relating to Knock-in Event/Knock-out Event

"**Knock-in Determination Day**" means (a) each date, (b) each Scheduled Trading Day in the Knock-in Determination Period, (c) each Scheduled Custom Index Business Day in the Knock-in Determination Period, (d) each Fund Business Day in the Knock-in Determination Period, (e) each Business Day in the Knock-in Determination Period, or (f) each Commodity Business Day in the Knock-in Determination Period, as specified in the applicable Final Terms;

"**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) if SPS Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or

(b) if the Securities are Currency Securities and FX Knock-in Valuation is specified as applicable in the applicable Final Terms:

(i) if FX Coupon Performance is specified as applicable in the applicable Final Terms, that the FX Coupon Performance is; or

(ii) if Performance Value is specified as applicable in the applicable Final Terms, that the Performance Value is; or

(c) if SPS Knock-in Valuation is specified as not applicable in the applicable Final Terms and, if the Securities are Currency Securities, unless FX Knock-in Valuation is specified as applicable in the applicable Final Terms:

(i) (in respect of a single Underlying Reference) that the Level is; or

(ii) (in respect of a Basket of Underlying References) that the amount determined by the Calculation Agent equal to the sum of the values of each Underlying Reference as the product of (x) the Level of such Underlying Reference and (y) the relevant Weighting is,

(A) "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-in Level or, if applicable, (B) "within" the Knock-in Range Level, in each case as specified in the applicable Final Terms (x) on a Knock-in Determination Day or (y) 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 level, price, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

"**Knock-in Period Beginning Date**" means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Securities (other than Custom Index Securities), Share Securities, ETI Securities, Debt Securities or Currency Securities), a Commodity Business Day (in the case of Commodity Securities), a Scheduled Custom Index Business Day (in the case of Custom Index Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Notes), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

"**Knock-in Period Ending Date**" means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Securities (other than Custom Index Securities), Share Securities, ETI Securities, Debt Securities or Currency Securities), a Commodity Business Day (in the case of Commodity Securities), a Scheduled Custom Index Business Day (in the case of Custom Index Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Notes), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

"**Knock-in Range Level**" means the range of Levels specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

"**Knock-in Observation Price Source**" means the source specified as such 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-in Value**" means the value from Payout Condition 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**Knock-out Determination Day**" means (a) each date, (b) each Scheduled Trading Day in the Knock-out Determination Period, (c) each Scheduled Custom Index Business Day in the Knock-out Determination Period, (d) each Fund Business Day in the Knock-out Determination Period, (e) each Business Day in the Knock-out Determination Period as specified in the applicable Final Terms or (f) each Commodity Business Day in 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) if SPS Knock-out Valuation is specified as applicable in the applicable Final Terms, the Knock-out Value is, or

(b) if the Securities are Currency Securities and FX Knock-out Valuation is specified as applicable in the applicable Final Terms:

  (i) if FX Coupon Performance is specified as applicable in the applicable Final Terms, that the FX Coupon Performance is; or

  (ii) if Performance Value is specified as applicable in the applicable Final Terms, that the Performance Value is, or

(c) if SPS Knock-out Valuation is specified as not applicable in the applicable Final Terms and, if the Securities are Currency Securities, unless FX Knock-out Valuation is specified as applicable in the applicable Final Terms:

  (i) (in respect of a single Underlying Reference) that the Level is; or

  (ii) (in respect of a Basket of Underlying References) that the amount determined by the Calculation Agent equal to the sum of the values of each Underlying References as the product of (x) the Level of such Underlying Reference and (y) the relevant Weighting is,

(A) "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-out Level or, if applicable, (B) "within" the Knock-out Range Level, in each case, as specified in the applicable Final Terms (x) on a Knock-out Determination Day or (y) in respect of a Knock-out Determination Period, as specified in the applicable Final Terms;

"**Knock-out Level**" means the FX Knock-out Level or the level, price, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

"**Knock-out Observation Price Source**" means the source specified as such 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 Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Securities (other than Custom Index Securities), Share Securities, ETI Securities, Debt Securities or Currency Securities), a Commodity Business Day (in the case of Commodity Securities) or a Scheduled Custom Index Business Day (in the case of Custom Index Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Notes), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

"**Knock-out Period Ending Date**" means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Securities (other than Custom Index Securities), Share Securities, ETI Securities, Debt Securities or Currency Securities), a Commodity Business Day (in the case of Commodity Securities), a Scheduled Custom Index Business Day (in the case of Custom Index Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Notes), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

"**Knock-out Range Level**" means the range of Levels specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

"**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;

"**Knock-out Value**" means the value from Payout Condition 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**Level**" means, for the purposes of this Condition 10, (i) the "official level", "official close", "last price", "traded price", "bid price" or "asked price" of the Underlying Reference, as specified in the applicable Final Terms, published by the Knock in Observation Price Source or Knock-out Observation Price Source, as applicable, or (ii) if "Standard Level" is specified as applicable in the applicable Final Terms (a) in the case of Share Securities, ETI Securities and Futures Securities, the price of the relevant Underlying Reference, (b) in the case of Index Securities and Custom Index Securities, the level of the relevant Underlying Reference, (c) in the case of Commodity Securities, the Relevant Price, or (d) in the case of Currency Securities, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), in each case determined by the Calculation Agent as of the Knock-in Valuation Time or Knock-out Valuation Time on any Knock-in Determination Day or Knock-out Determination Day, as applicable, or, in the case of the

"official close" level, at such time as the official close is published by the Knock-in Observation Price Source or Knock-out Observation Price Source, as applicable;

"**Relevant Adjustment Provisions**" means:

(a) in the case of Index Securities, Index Security Condition 2 (Market Disruption) and Index Security Condition 3 (Adjustments to an Index);

(b) in the case of Custom Index Securities, Index Security Condition 6 (Adjustments to a Custom Index and Custom Index Disruption);

(c) in the case of Share Securities, Share Security Condition 2 (Market Disruption), Share Security Condition 3 (Potential Adjustment Events) and Share Security Condition 4 (Extraordinary Events);

(d) in the case of ETI Securities, ETI Security Condition 2 (Market Disruption) and ETI Security Condition 3 (Potential Adjustment Events);

(e) in the case of Commodity Securities, Commodity Security Condition 2 (Market Disruption) and Commodity Security Condition 3 (Consequences of a Market Disruption Event and Disruption Fallbacks);

(f) in the case of Currency Securities, Currency Security Condition 2 (Disruption Events) and Currency Security Condition 3 (Consequences of a Disruption Event);

(g) in the case of Futures Securities, Futures Security Condition 3 (Adjustments to a Future); and

(h) in the case of Debt Securities, Debt Security Condition 3 (Market Disruption), Debt Security Condition 4 (Correction of Debt Instrument Price) and Debt Security Condition 5 (Redemption or Cancellation of a Debt Instrument); and

"**Underlying Reference**" means, for the purposes of this Condition 10, each Index, Custom Index, Share, Debt Instrument, ETI Interest, Commodity, Commodity Index, Subject Currency, Future or other basis of reference to which the relevant Notes relate.

## 11. AUTOMATIC EARLY REDEMPTION EVENT

11.1 If "Automatic Early Redemption" is specified as applicable in the applicable Final Terms, then unless previously redeemed or purchased and cancelled, if on (i) 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.

Notwithstanding the preceding paragraph, an Automatic Early Redemption Event 1 may only occur on an AER 1 Redemption Valuation Date or in respect of an AER 1 Redemption Valuation Period and an Automatic Early Redemption Event 2 may only occur on an AER 2 Redemption Valuation Date or in respect of an AER 2 Redemption Valuation Period.

11.2 Definitions

"**AER Event 1 Underlying(s)**" means the Underlying Reference or each Underlying Reference comprising the Basket, in each case specified as such in the applicable Final Terms;

"**AER Event 2 Underlying(s)**" means the Underlying Reference or each Underlying Reference comprising the Basket, in each case specified as such in the applicable Final Terms;

"**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 nominal amount of Notes equal to the Calculation Amount, an amount in the Specified Currency 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 or FI Coupon 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:

(i) (in respect of an Underlying Reference (other than a Subject Currency)) the Underlying Reference Level is; or

(ii) (in respect of a Subject Currency), the FX Coupon Performance determined by the Calculation Agent is,

(A) equal to or greater than the Automatic Early Redemption Level 1 and (B) less than or equal to the Automatic Early Redemption Level 2;

(c) if FI Coupon Automatic Early Redemption is specified as applicable in the applicable Final Terms, that the product of (i) the Rate of Interest 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 and SPS AER Valuation are specified as applicable in the applicable Final Terms, that:

(i) the SPS AER Value 1 in respect of the AER Event 1 Underlying(s) is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 1 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 1**"); and/or (as specified in the applicable Final Terms)

(ii) if Automatic Early Redemption Event 2 is specified as applicable in the applicable Final Terms, the SPS AER Value 2 in respect of the AER Event 2 Underlying(s) is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the

Automatic Early Redemption Level 2 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 2**");

(e) if Standard Automatic Early Redemption is specified as applicable in the applicable Final Terms and SPS AER Valuation is specified as not applicable in the applicable Final Terms:

(i) (A) if AER Event 1 Basket is specified as not applicable in the applicable Final Terms, the Underlying Reference Level 1 or (B) if AER Event 1 Basket is specified as applicable in the applicable Final Terms, the Basket Price 1 is, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 1 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 1**"); and/or (as specified in the applicable Final Terms)

(ii) if Automatic Early Redemption Event 2 is specified as applicable in the applicable Final Terms (A) if AER Event 2 Basket is specified as not applicable in the applicable Final Terms, the Underlying Reference Level 2 or (B) if AER Event 2 Basket is specified as applicable in the applicable Final Terms, the Basket Price 2 is, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 2 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 2**");

"**Automatic Early Redemption Level**" means the level, price, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

"**Automatic Early Redemption Level 1**" means the level, price, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

"**Automatic Early Redemption Level 2**" means the level, price, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

"**Automatic Early Redemption Percentage**" 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 (including the AER 1 Redemption Valuation Date and AER 2 Redemption Valuation Date (if any)) or, if such date is not a Scheduled Trading Day (in the case of Index Securities (other than Custom Index Securities), Share Securities, Debt Securities or ETI Securities, a Scheduled Custom Index Business Day (in respect of Custom Index Securities), a Commodity Business Day (in respect of Commodity Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Notes), as applicable, the next following Scheduled Trading Day, Scheduled Custom Index Business Day, Commodity Business Day, Fund Business Day or Business Day, as applicable, unless, in the case of Index Securities, Share Securities, Commodity Securities, Debt Securities or ETI Securities, in the opinion of the Calculation Agent, any such day is a Disrupted Day (in the case of Index Securities (other than Custom Index Securities), Share Securities, Debt Securities or ETI Securities, a Custom Index Disruption Event is occurring on such day (in respect of Custom Index Securities) or a Market Disruption Event is occurring on such day (in respect of Commodity Securities). If any such day is a Disrupted Day, a day on which a Custom Index Disruption Event is occurring or (except in the case of Commodity Securities) a day on which a Market Disruption Event is occurring, as applicable, then the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Automatic Early Redemption

Valuation Date" or (in the case of Commodity Securities) if any such day is a day on which a Market Disruption Event is occurring, then the provisions of "Pricing Date" shall apply *mutatis mutandis* as if references in such provision to "Pricing Date" were to "Automatic Early Redemption Valuation Date". For the purposes of the Relevant Adjustment Provisions, any references to "Valuation Date" shall be deemed to refer to "Automatic Early Redemption Valuation Date";

"**Automatic Early Redemption Valuation Period**" means the period (including the AER 1 Redemption Valuation Period and AER 2 Redemption Valuation Period (if any)) specified as such in the applicable Final Terms;

"**Automatic Early Redemption Valuation Time**" means the time specified as such in the applicable Final Terms;

"**Basket of Underlying References**" means, for the purposes of this Condition 11, the Basket of Indices, Basket of Shares, ETI Basket, Basket of Debt Instruments, Basket of Commodities, Basket of Futures or other basis of reference to which the value of the relevant Notes may relate, as specified in the applicable Final Terms;

"**Basket Price 1**" means, in respect of any AER 1 Redemption Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each AER Event 1 Underlying comprising the Basket as the product of (a) the Underlying Reference Level 1 of such AER Event 1 Underlying on such AER 1 Redemption Valuation Date and (b) the relevant Weighting;

"**Basket Price 2**" means, in respect of any AER 2 Redemption Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each AER Event 2 Underlying comprising the Basket as the product of (a) the Underlying Reference Level 2 of such AER Event 2 Underlying on such AER 2 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 Day Count Fraction, in each case for such Interest Period plus (b) the product of (i) the Rate of Interest 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;

"**Observation Price Source**" means the source specified as such in the applicable Final Terms;

"**Multiple Underlying Interest Rate Gearing**" means, in respect of an Underlying Interest $\text{Rate}_{(i)}$ specified in the applicable Final Terms as a Multiple Underlying Component Rate, the number specified as such in the applicable Final Terms;

"**Multiple Underlying Reference Rate**" means, in respect of an Underlying Interest $\text{Rate}_{(i)}$ specified in the applicable Final Terms as a Multiple Underlying Component Rate, the Underlying Reference Rate determined in respect of such Underlying Interest Rate;

"**Multiple Underlying Reference Rate Value**" means the value calculated in accordance with the following formula:

$$\sum_{i=1}^{n} \text{Multiple Underlying Interest Rate Gearing}_{(i)} \times \text{Multiple Underlying Reference Rate}_{(i)}$$

"**Relevant Adjustment Provisions**" means:

(a) in the case of Index Securities, Index Security Condition 2 (*Market Disruption*) and Index Security Condition 3 (*Adjustments to an Index*);

(b) in the case of Custom Index Securities, Index Security Condition 6 (*Adjustments to a Custom Index and Custom Index Disruption*);

(c) in the case of Share Securities, Share Security Condition 2 (*Market Disruption)*, Share Security Condition 3 (*Potential Adjustment Events*) and Share Security Condition 4 (*Extraordinary Events*);

(d) in the case of ETI Securities, ETI Security Condition 2 (*Market Disruption*) and ETI Security Condition 3 (*Potential Adjustment Events*);

(e) in the case of Commodity Securities, Commodity Security Condition 2 (Market Disruption), Commodity Security Condition 3 (*Consequences of a Market Disruption Event and Disruption Fallbacks*) and Commodity Security Condition 4 (Adjustments to a Commodity Index);

(f) in the case of Currency Securities, Currency Security Condition 3 (Consequences of a Disruption Event);

(g) in the case of Futures Securities, Futures Security Condition 3 (Adjustments to a Future); and

(h) in the case of Debt Securities, Debt Security Condition 3 (Market Disruption), Debt Security Condition 4 (Correction of Debt Instrument Price) and Debt Security Condition 5 (Redemption or Cancellation of a Debt Instrument);

"**SPS AER Value 1**" means the value specified from Payout Condition 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**SPS AER Value 2**" means the value specified from Payout Condition 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**Underlying Reference**" means, for the purposes of this Condition 11, each Index, Custom Index, Share, ETI Interest, Debt Instrument, Commodity, Commodity Index, Subject Currency, Future, Fund, Underlying Interest Rate or other basis of reference to which the relevant Notes relate. If two or more Underlying Interest Rates are specified in the applicable Final Terms as Multiple Underlying Component Rates each Underlying Interest $Rate_{(i)}$ specified as such (together the "**Multiple Underlying Interest Rate**") will be calculated separately and independently but for the purposes of this Condition 11 and the Underlying Interest Rate Security Conditions shall be deemed to together constitute an Underlying Reference;

"**Underlying Reference Level**" means, in respect of any Automatic Early Redemption Valuation Date, (i) "official level", "official close", "last price", "bid price" or "asked price" of the Underlying Reference, as specified in the applicable Final Terms published by the Observation Price Source or (ii) if Standard Underlying Reference Level is specified as applicable in the applicable Final Terms, (a) in the case of Share Securities, ETI Securities and Futures Securities, the price of the relevant Underlying Reference, (b) in the case of Index Securities and Custom Index Securities, the level of the relevant Underlying Reference, (c) in the case of Commodity Securities, the Relevant Price, (d) in the case of Currency Securities, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), (e) in the case of an Inflation Index, the Relevant Level, (f) in the case of an Underlying Interest Rate, the Underlying Reference Rate, (g) if FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms and Multiple Underlying Interest Rate is specified as applicable, Multiple Underlying Reference

Rate Value, in each case, as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on such Automatic Early Redemption Valuation Date or, in the case of the "official close" level, at such time on such Automatic Early Redemption Valuation Date as the "official close" level is published by the Observation Price Source;

"**Underlying Reference Level 1**" means, in respect of any AER 1 Redemption Valuation Date, (i) if Standard Underlying Reference Level is specified as applicable in the applicable Final Terms, (a) in the case of Share Securities, ETI Securities and Futures Securities, the price of the relevant AER Event 1 Underlying, (b) in the case of Index Securities and Custom Index Securities, the level of the relevant AER Event 1 Underlying, (c) in the case of Commodity Securities, the Relevant Price, (d) in the case of Currency Securities, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), or (e) in the case of an Inflation Index, the Relevant Level, (f) in the case of an Underlying Interest Rate, the Underlying Reference Rate, in each case, as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on such AER 1 Redemption Valuation Date or (ii) in the case of Debt Securities, the "last price" of the relevant AER Event 1 Underlying published by the Observation Price Source specified for such AER Event 1 Underlying; and

"**Underlying Reference Level 2**" means, in respect of any AER 2 Redemption Valuation Date, (i) if Standard Underlying Reference Level is specified as applicable in the applicable Final Terms, (a) in the case of Share Securities, ETI Securities and Futures Securities, the price of the relevant AER Event 2 Underlying, (b) in the case of Index Securities and Custom Index Securities, the level of the relevant AER Event 2 Underlying, (c) in the case of Commodity Securities, the Relevant Price, (d) in the case of Currency Securities, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), (e) in the case of an Inflation Index, the Relevant Level, or (f) in the case of an Underlying Interest Rate, the Underlying Reference Rate, in each case, as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on such AER 2 Redemption Valuation Date or (ii) in the case of Debt Securities, the "last price" of the relevant AER Event 2 Underlying published by the Observation Price Source specified for such AER Event 2 Underlying.

11.3 Accrual

Notwithstanding Condition 3.12, 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.

11.4 AER Rate Determination

Where the applicable Final Terms specify that the AER Rate is determined by reference to a Screen Rate the AER Rate will, subject as provided below, be either:

(a) the offered quotation; or

(b) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the AER Reference Rate(s) which appears or appear, as the case may be, on the AER Screen Page (or such replacement page on that service which displays the information) as at the AER Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the AER Reference Rate

Determination Date in question plus or minus (as indicated in the applicable Final Terms) the AER Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the AER Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the AER Screen Page is not available or if, in the case of subparagraph (a), no offered quotation appears or, in the case of subparagraph (b), fewer than three offered quotations appear, in each case as at the AER Specified Time, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the AER Reference Rate at approximately the AER Specified Time on the AER Reference Rate Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with offered quotations, the AER Rate shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the AER Margin (if any), all as determined by the Calculation Agent.

If on any AER Reference Rate Determination Date one only or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the preceding paragraph, the AER Rate shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the AER Specified Time on the relevant AER Reference Rate Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the AER Reference Rate by leading banks in the inter-bank market applicable to the AER Reference Rate (which will be the London inter-bank market, if the AER Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the AER Reference Rate is EURIBOR) plus or minus (as appropriate) the AER Margin (if any) or, if fewer than two of the Reference Banks provide the Calculation Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the AER Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the AER Reference Rate, at which, at approximately the AER Specified Time on the relevant AER Reference Rate Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent suitable for the purpose) informs the Calculation Agent it is quoting to leading banks in the inter-bank market applicable to the AER Reference Rate (which will be the London inter-bank market, if the AER Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the AER Reference Rate is EURIBOR) plus or minus (as appropriate) the AER Margin (if any), provided that, if the AER Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the Calculation Agent shall determine the AER Rate from such source(s) as it in its sole and absolute discretion may select.

If the applicable Final Terms specifies a Minimum AER Reference Rate then, in the event that the AER Reference Rate determined in accordance with the above provisions is less than such Minimum AER Reference Rate, the AER Rate shall be such Minimum AER Reference Rate.

If the applicable Final Terms specifies a Maximum AER Reference Rate then, in the event that the AER Reference Rate determined in accordance with the above provisions is greater than such Maximum AER Reference Rate, the AER Rate shall be such Maximum AER Reference Rate.

## 12. DEFINITIONS

"**Averaging Date**" means:

(a) in the case of Index Securities (other than Index Securities relating to a Custom Index or Basket of Custom Indices (each as defined in Annex 2)), Share Securities, ETI Securities, Debt Securities or Futures Securities, each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent any such day is a Disrupted Day. If any such day is a Disrupted Day, then:

(i) if "Omission" is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant value, level, price or amount provided that, if through the operation of this provision no Averaging Date would occur, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant level, price or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or

(ii) if "Postponement" is specified as applying in the applicable Final Terms, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant value, level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or

(iii) if "Modified Postponement" is specified as applying in the applicable Final Terms then:

(A) where the Notes are Index Securities relating to a single Index (other than a Component Security Index), Share Securities relating to a single Share, ETI Securities relating to a single ETI Interest or Futures Securities relating to a single Future, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date then (I) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date), and (II) the Calculation Agent shall determine the relevant value, level, price or amount for that Averaging Date in accordance with subparagraph (a)(i) of the definition of "Valuation Date" below;

(B) where the Notes are Index Securities relating to a single Component Security Index, the Calculation Agent shall determine the relevant level for the Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of "Valuation Date" below and the Averaging Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the provisions of sub-paragraph (a)(ii) of the definition of "Valuation Date" below;

(C) where the Notes are Index Securities relating to a Basket of Indices (other than a Basket of Component Security Indices), Share Securities relating to a Basket of Shares, ETI Securities relating to an ETI Basket or Futures Securities relating to a Basket of Futures, the Averaging Date for each Index, Share, ETI Interest or Future not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the "**Scheduled Averaging Date**") and the Averaging Date for

each Index, Share, ETI Interest or Future affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Index, Share, ETI Interest or Future. If the first succeeding Valid Date in relation to such Index, Share, ETI Interest or Future has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date then (I) that last such consecutive Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date) in respect of such Index, Share, ETI Interest or Future and (II) the Calculation Agent shall determine the relevant value, level, price or amount for that Averaging Date in accordance with subparagraph (a)(iii) of the definition of "Valuation Date" below; and

(D) where the Notes are Index Securities relating to a Basket of Component Security Indices, the Averaging Date for each Component Security Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Averaging Date, and for each Component Security Index affected (an "**Affected Item**") by the occurrence of a Disrupted Day, the Calculation Agent shall determine the level of the Component Security Index in accordance with the provisions of sub-paragraph (a)(iv) of the definition of "Valuation Date" below and the Averaging Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the provisions of sub-paragraph (a)(iv) of the definition of "Valuation Date" below; or

(b) in the case of Commodity Securities, each date specified as such in the applicable Final Terms or, if any such date is not a Commodity Business Day, the immediately following Commodity Business Day unless, in the opinion of the Calculation Agent any such day is a day on which a Market Disruption Event has occurred or is continuing, in which case the provisions of Commodity Security Condition 3 (*Consequences of a Market Disruption Event and Disruption Fallbacks*) shall apply;

"**Account Information Cut-off Date**" has the meaning given to such term in Condition 4(c).

"**Disrupted Amount**" has the meaning given to such term in Note Condition 4(a)(II).

"**Disrupted Payment Date** has the meaning given to such term in Note Condition 4(a)(II).

"**Dual Exchange Rate Event**" has the meaning given to such term in Condition 4(c).

"**FX Disruption Event**" has the meaning given to such term in Condition 4(c).

"**FX Disruption Notice**" has the meaning given to such term in Condition 4(c).

"**FX Settlement Disruption Currency**" is as defined in Note Condition 4(a)(II).

"**FX Settlement Disruption Cut-off Date**" is as defined in Note Condition 4(a)(II).

"**FX Settlement Disruption Event**" is as defined in Note Condition 4(a)(II).

"**FX Settlement Disruption Exchange Rate**" is as defined in Note Condition 4(a)(II).

"**FX Settlement Disruption Expenses**" is as defined in Note Condition 4(a)(II).

"**FX Settlement Disruption Notice**" is as defined in Note Condition 4(a)(II).

"**Illiquidity Disruption**" has the meaning given to such term in Condition 4(c).

"**Inconvertibility Event**" has the meaning given to such term in Condition 4(c).

"**Issuer Account Information Notice**" has the meaning given to such term in Condition 4(c).

"**Italian Dematerialised Notes**" has the meaning given to such term in Condition 1.1.

"**Italian Listed Notes**" means Notes which are listed and admitted to trading on the MOT Market, organised and managed by Borsa Italiana S.p.A.

"**Monte Titoli**" has the meaning given to such term in Condition 1.1.

"**Non-Transferability Event**" has the meaning given to such term in Condition 4(c).

"**Noteholder Account Information Notice**" has the meaning given to such term in Condition 4(c).

"**Observation Date**" means each date specified as an Observation Date in the applicable Final Terms or if any such date is not a Scheduled Trading Day (in the case of Index Securities (other than Index Securities relating to a Custom Index or Basket of Custom Indices), Share Securities, ETI Securities, Debt Securities or Futures Securities) or Commodity Business Day (in the case of Commodity Securities), the immediately following Scheduled Trading Day or Commodity Business Day, as applicable. The provisions contained in the definition of "Averaging Date" shall apply if any such day is a Disrupted Day or, in the case of Commodity Securities, a day on which a Market Disruption Event has occurred or is continuing, *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Observation Date" unless Observation Day Disruption Consequences is specified as not applicable in the applicable Final Terms, in which case such date will be an Observation Date notwithstanding the occurrence of a Disrupted Day and (i) in the case of Index Securities (other than Index Securities relating to a Custom Index or Basket of Custom Indices), Share Securities, ETI Securities, Debt Securities or Futures Securities, the provisions of (a)(i)(B), (a)(ii), (a)(iii)(B) or (a)(iv), as applicable, of the definition of "Valuation Date" will apply for the purposes of determining the relevant value, level, price or amount on such Observation Date as if such Observation Date were a Valuation Date that was a Disrupted Day or (ii) in the case of Commodity Securities the provisions of Commodity Security Condition 3 (*Consequences of a Market Disruption Event and Disruption Fallbacks*) will apply;

"**Observation Period**" means the period specified as the Observation Period in the applicable Final Terms;

"**Postponed DE Payment Date**" has the meaning given to such term in Condition 4(c).

"**Price 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, in good faith and in a commercially reasonable manner having taken into account any relevant market practice, to be equivalent, by more than 3 per cent.

"**Reference Jurisdiction**" has the meaning given to such term in Condition 4(c).

"**Relevant Currency**" is as defined in Condition 4(a).

"**Scheduled Closing Time**" means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours subject, in respect of Index Securities, to subparagraphs (b) and (c) of the definition of Valuation Time, and subject, in respect of Share Securities, to subparagraph (c) of the definition of Valuation Time;

"**Scheduled Strike Date**" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Strike Date;

"**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 Materiality Event, any such rate of exchange may be determined by the Calculation Agent by reference to such sources as it, any such rate of exchange may be determined by the Calculation Agent by reference to such sources as it, in its sole discretion, acting in good faith and in a commercially reasonable manner having taken into account any relevant market practice, considers to be appropriate.

"**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 Amount**" has the meaning given to such term in Condition 4(c).

"**Specified Exchange Rate**" means the rate of exchange specified in the applicable Final Terms.

"**Specified Maximum Days of Disruption**" means (other than with respect to Commodity Securities, Custom Index Securities and Currency Securities) eight Scheduled Trading Days or such other number of Scheduled Trading Days specified in the applicable Final Terms, with respect to Currency Securities, five Scheduled Trading Days, with respect to Custom Index Securities, twenty Custom Index Business Days and with respect to Commodity Securities, five Commodity Business Days;

"**Strike Date**" means,

(a) in the case of Index Securities (other than Index Securities relating to a Custom Index or Basket of Custom Indices), Share Securities, ETI Securities, Debt Securities or Futures Securities, the Strike Date specified in the applicable Final Terms, or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent such day is a Disrupted Day. If any such day is a Disrupted Day, then:

(i) where the Notes are Index Securities relating to a single Index (other than a Component Security Index), Share Securities relating to a single Share, ETI Securities relating to a single ETI Interest, Debt Securities relating to a single Debt Instrument or Futures Securities relating to a single Future, the Strike Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date, notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall determine the relevant level or price:

(A) in the case of Index Securities, by determining the level of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the

occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or

(B) in the case of Share Securities, ETI Securities, Debt Securities or Futures Securities, in accordance with its good faith estimate of the relevant value, level, price or amount as of the Valuation Time on the last such consecutive Scheduled Trading Day; or

(ii) where the Notes are Index Securities relating to a single Component Security Index, the Calculation Agent shall determine the relevant level for such Component Security Index using the formula for and method of calculating such Component Security Index last in effect prior to the occurrence of the first Disrupted Day using:

(A) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Strike Date; and

(B) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Strike Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions; or

(iii) where the Notes are Index Securities relating to a Basket of Indices (other than a Basket of Component Security Indices), Share Securities relating to a Basket of Shares, ETI Securities relating to an ETI Basket, Debt Securities relating to a Basket of Debt Instruments or Futures Securities relating to a Basket of Futures, the Strike Date for each Index, Share, ETI Interest, Debt Instrument or Future, as the case may be, not affected by the occurrence of a Disrupted Day shall be the Scheduled Strike Date and the Strike Date for each Index, ETI Interest, Share, Debt Instrument or Future affected, as the case may be (each an "**Affected Item**"), by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to

be the Strike Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the relevant level or price using, in relation to the Affected Item:

(A) in the case of an Index, the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or

(B) in the case of a Share, ETI Interest, Debt Instrument or Future, its good faith estimate of the value, level, price or amount for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day; or

(iv) where the Notes are Index Securities relating to a Basket of Component Security Indices, the Strike Date for each Component Security Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Strike Date, and for each Component Security Index affected (an "**Affected Item**") by the occurrence of a Disrupted Day, the Calculation Agent shall determine the level of that Component Security Index using the formula for and method of calculating that Component Security Index last in effect prior to the occurrence of the first Disrupted Day, using:

(A) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Strike Date; and

(B) in respect of each Component Security affected (each, an "A**ffected Component Security**") by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Strike Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions; or

(b) in the case of Commodity Securities, the Initial Pricing Date; or

(c) in the case of Underlying Interest Rate Securities, the Strike Date specified as such in the applicable Final Terms;

"**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;

"**Unscheduled Holiday**" has the meaning given to such term in Condition 4(c).

"**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date or another Observation Date does not or is deemed not to occur;

"**Valuation Date**" means:

(a) in the case of Index Securities (other than Index Securities relating to a Custom Index or Basket of Custom Indices), Share Securities, ETI Securities, Debt Securities or Futures Securities, the Interest Valuation Date and/or the 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 succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

(i) where the Notes are Index Securities relating to a single Index (other than a Component Security Index), Share Securities relating to a single Share, ETI Securities relating to a single ETI Interest, Debt Securities relating to a single Debt Instrument or Futures Securities relating to a single Future, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine the relevant value, level, price or amount:

(I) in the case of Index Securities, by determining the level of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or

(II) in the case of Share Securities, ETI Securities, Debt Securities or Futures Securities, in accordance with its good faith estimate of the relevant value, level, price or amount as of the Valuation Time on the last such consecutive Scheduled Trading Day; or

(ii) where the Notes are Index Securities relating to a single Component Security Index, the Calculation Agent shall determine the relevant level for such Component Security Index using the formula for and method of calculating such Component Security Index last in effect prior to the occurrence of the first Disrupted Day using:

(I) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Valuation Date; and

(II) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Valuation Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions; or

(iii) where the Notes are Index Securities relating to a Basket of Indices (other than a Basket of Component Security Indices), Share Securities relating to a Basket of Shares, ETI Securities relating to an ETI Basket, Debt Securities relating to a Basket of Debt Instruments or Futures Securities relating to a Basket of Futures, the Valuation Date for each Index, Share, ETI Interest, Debt Instrument or Future, as the case may be, not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Index, Share, ETI Interest, Debt Instrument or Future affected, as the case may be (each an "**Affected Item**"), by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine the relevant value, level or price using, in relation to the Affected Item, the value, level, price or amount as applicable, determined using:

(I) in the case of an Index, the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or

(II) in the case of a Share, ETI Interest, Debt Instrument or Future, its good faith estimate of the value, level, price or amount for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day; or

(iv) where the Notes are Index Securities relating to a Basket of Component Security Indices, the Valuation Date for each Component Security Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and for each Component Security Index affected (an "**Affected Item**") by the occurrence of a Disrupted Day, the Calculation Agent shall determine the level of that Component Security Index using the formula for and method of calculating that Component Security Index last in effect prior to the occurrence of the first Disrupted Day, using:

(I) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Valuation Date; and

(II) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Valuation Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions; or

(b) in the case of Commodity Securities, the Final Pricing Date,

and otherwise in accordance with the above provisions; and

"**Valuation Time**" means:

(a) the Valuation Time specified in the applicable Final Terms; or

(b) if not set out in the applicable Final Terms, in the case of Index Securities relating to a Composite Index, unless otherwise specified in the applicable Final Terms, (i) for the purposes of determining whether a Market Disruption Event has occurred (A) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (B) in respect of any options contracts or futures contracts on such Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of such Index is calculated and published by the Index Sponsor; or

(c) if not set out in the applicable Final Terms, in the case of Index Securities relating to Indices other than Composite Indices, Share Securities or ETI Securities, unless otherwise specified in the applicable Final Terms, the Scheduled Closing Time on the relevant Exchange on the relevant Strike Date, Valuation Date, Observation Date or Averaging Date, as the case may be, in relation to each Index, Share or ETI Interest to be valued, provided that if the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

## 13. PRESCRIPTION

Claims for payment of principal in respect of the Notes shall be prescribed upon the expiry of 10 years from the due date thereof and claims for payment of interest (if any) in respect of the Notes shall be prescribed upon the expiry of five years, from the due date thereof. There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 13 or Condition 4 above.

## 14. REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS

If any Note (other than Italian Dematerialised Notes but including any Global Note), Receipt, Coupon or Talon is mutilated, defaced, stolen, destroyed or lost it may be replaced at the specified office of the Principal Paying Agent or the Registrar, as the case may be, upon payment by the claimant of the costs incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued. Cancellation and replacement of Notes, Receipts, Coupons or Talons shall be subject to compliance with such procedures as may be required under any applicable law and subject to any applicable stock exchange requirements.

## 15. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Noteholders, Receiptholders or Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the Issue Date, the Issue Price, the amount and date of the first interest payment thereon (if any) and/or the date from which interest starts to accrue (if any), such further notes being consolidated with and forming a single series with the Notes.

## 16. NOTICES

16.1 All notices to the holders of Registered Notes will be valid if mailed to their registered addresses. All notices regarding the Italian Dematerialised Notes, as long as the Notes are held through Monte Titoli, shall be deemed to have been duly given if given through the systems of Monte Titoli.

16.2 All notices regarding Notes, both Bearer and Registered and Italian Dematerialised Notes, will be valid if published once (i) in a leading English language daily newspaper with general circulation in Europe (which is expected to be the *Financial Times*) or in the CNY Settlement Centre(s) (in the case of Notes denominated in CNY), and (ii) so long as the Notes of this Series are listed and admitted to trading on (A) Euronext Paris in a leading daily newspaper of general circulation in France (which is expected to be *La Tribune* or Les Échos) or (B) the Official List of the Luxembourg Stock Exchange and so long as the rules of that exchange so require, in a daily newspaper with general circulation in Luxembourg (which is expected to be the *Luxemburger Wort* or the *Tageblatt*) or on the website of the Luxembourg Stock Exchange (*www.bourse.lu*). or (iii) in accordance with Articles 221-3 and 221-4 of the *Règlement Général* of the *Autorité des marchés financiers* and so long as such Notes are listed and admitted to trading on any Regulated Market, in a leading daily newspaper with general circulation in the city/ies where the Regulated Market on which such Notes is/are listed and admitted to trading. Any such notice shall be deemed to have been given on the date of such publication or, if published

more than once or on different dates, on the date of the first such publication. Receiptholders and Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders of this Series in accordance with this Condition.

16.3 Until such time as any definitive Notes are issued, there may, so long as all the Global Note(s) for this Series (whether listed or not) is or are held in its or their entirety on behalf of Euroclear and Clearstream, Luxembourg, be substituted, in relation only to such Series, for such publication as aforesaid in Condition 16.2, the delivery of the relevant notice to Euroclear and Clearstream, Luxembourg for communication by them to the Noteholders except that if the Notes are listed on a stock exchange and the rules of that stock exchange so require, the relevant notice will in any event be published in a daily newspaper of general circulation in the place or places required by the rules of that stock exchange. Any such notice shall be deemed to have been given to the Noteholders on the second day after the day on which the said notice was given to Euroclear and Clearstream, Luxembourg.

16.4 Notices to be given by any Noteholder shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Principal Paying Agent. Whilst any Notes are represented by a Global Note, such notice may be given by a Noteholder to the Principal Paying Agent via Euroclear and/or Clearstream, Luxembourg as the case may be, in such manner as the Principal Paying Agent and Euroclear and/or Clearstream, Luxembourg may approve for this purpose.

16.5 All notices given to Noteholders (irrespective of how given) shall also be delivered in writing to Euroclear and Clearstream, Luxembourg and, in the case of listed Notes, to the relevant stock exchange, unless such Notes are Italian Dematerialised Notes which are also Italian Listed Notes, in which case such notices should also be delivered in writing to Borsa Italiana S.p.A.

16.6 Until such time as any definitive Notes are issued, for so long as the Notes are represented by a Global Note and such Global Note is held on behalf of CMU, notices to the Noteholders may be given by delivery of relevant notice to the CMU Lodging Agent for communication to the CMU participants or to the persons shown in a CMU Instrument Position Report issued by the CMU on the Business Day preceding the date of dispatch of such notice as holding interests in the Global Note. Any such notice shall be deemed to have been given to the Noteholders on the second Business Day after such notice has been sent.

## 17. MEETINGS OF NOTEHOLDERS, MODIFICATION AND WAIVER

The Note Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Receipts, the Coupons or any provisions of the Note Agency Agreement. Such a meeting may be convened by the Issuer, the Guarantor (if any) or Noteholders holding not less than 5 per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, Receipts or Coupons (including modifying the date of maturity of the Notes or any date for payment of interest thereof, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, Receipts or Coupons), the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any such adjourned meeting not less than one-third, in nominal amount of the Notes for the time being outstanding. The Note Agency Agreement provides that (i) a resolution passed at a meeting duly convened and held in accordance with the provisions of the Note Agency Agreement by a majority consisting of not less than three-fourths or (ii) consent given by way of electronic consents though the relevant clearing system(s) by

or on behalf of the holders of not less than three-fourths in nominal amount of the Notes for the time being outstanding shall, in each case, be effective as an Extraordinary Resolution of the Noteholders. Extraordinary Resolutions may also be passed in writing if signed by holders of not less than 90 per cent in nominal amount of the Notes. An Extraordinary Resolution passed by the Noteholders will be binding on all the Noteholders, whether or not they are present at any meeting and whether or not they voted on the resolution, and on all Receiptholders and Couponholders.

The Principal Paying Agent and the Issuer may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to:

(a) any modification of the Notes, the Receipts, the Coupons or the Note Agency Agreement which is not materially prejudicial to the interests of the Noteholders; or

(b) any modification of the Notes, the Receipts, the Coupons or the Note Agency Agreement which is of a formal, minor or technical nature or to cure, correct or supplement any defective provision or is made to cure, correct or supplement a manifest or proven error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated.

Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 16 as soon as practicable thereafter.

## 18. AGENTS AND REGISTRAR

18.1 In acting under the Note Agency Agreement, the Agents will act solely as agents of each of the Issuer and Guarantor (if applicable) do not assume any obligations or relationship of agency or trust to or with the Noteholders, Receiptholders or Couponholders, except that (without affecting the obligations of the Issuer and the Guarantor (if applicable) to the Noteholders, Receiptholders and Couponholders, to repay Notes and pay interest thereon) funds received by the Principal Paying Agent for the payment of the principal of or interest on the Notes shall be held by it in trust for the Noteholders and/or Receiptholders or Couponholders until the expiration of the relevant period of prescription under Condition 13. The Issuer will agree to perform and observe the obligations imposed upon it under the Note Agency Agreement. The Note Agency Agreement contains provisions for the indemnification of the Paying Agents and for relief from responsibility in certain circumstances, and entitles any of them to enter into business transactions with the Issuer and any of its subsidiaries without being liable to account to the Noteholders, Receiptholders or the Couponholders for any resulting profit.

18.2 Discretion

Notwithstanding anything to the contrary in these Conditions, where the Notes are Italian Listed Notes, in exercising its discretion and making a determination, the Issuer, the Calculation Agent and any other relevant Agent shall do so in good faith and in accordance with the then current market practice.

## 19. SUBSTITUTION

19.1 Notes issued by BNPP B.V.

(a) The Issuer, or any previous substituted company may, at any time, without the consent of the Noteholders, substitute for itself as principal obligor under the Notes any company (the "**Substitute**"), being the Issuer or any other company, subject to:

(i) where the Substitute is not BNPP, BNPP unconditionally and irrevocably guaranteeing in favour of each Noteholder the performance of all obligations by the Substitute under the Notes;

(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 becoming party to the Note Agency Agreement (unless the Substitute is already a party to the Note 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 having 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 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; and

(vi) the Issuer having given at least 30 days' prior notice of the date of such substitution to the Noteholders in accordance with Condition 16.

(b) BNPP or any previous substituted company may, at any time, without the consent of the Noteholders, substitute for itself as guarantor in respect of the Notes any company (the "**Substitute BNPP Guarantor**"), being BNPP or any other company, subject to:

(i) the creditworthiness of the Substitute BNPP Guarantor at such time being at least equal to the creditworthiness of BNPP (or of any previous substitute under this Condition), as determined by the Calculation Agent in its sole and absolute discretion 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 BNPP Guarantor or, as the case may be, to BNPP (or to any previous substitute under this Condition);

(ii) the Substitute BNPP Guarantor having entered into a guarantee (the "**Substitute BNPP Guarantee**") in respect of the Notes in substantially the same form as the relevant BNPP Note Guarantee 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 BNPP Guarantor shall undertake in favour of each Noteholder to be bound by these Terms and Conditions and the provisions of the Note Agency Agreement as fully as if the Substitute BNPP Guarantor had been named in these

Terms and Conditions, the Documents and the Note Agency Agreement as the guarantor in respect of the Notes in place of BNPP (or of any previous substitute under this Condition);

(iii) the Substitute BNPP 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 BNPP Guarantor or the Issuer by any Noteholder in relation to the Notes, the Substitute BNPP 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 BNPP Guarantor (or of any previous substitute under this Condition) it will continue to list the Notes;

(v) if appropriate, the Substitute BNPP 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 BNPP Guarantee; and

(vi) BNPP (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 16.

Notwithstanding the foregoing, in the case of Italian Listed Notes, BNPP may not be substituted as guarantor in respect of such Notes.

19.2 Notes issued by BP2F

In the case of Notes issued by BP2F or any previously substituted company, the Issuer, or any previous substituted company, may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes, the Coupons and the Talons any company (the "**Substitute**") which is the Guarantor or a subsidiary of the Guarantor, provided that no payment in respect of the Notes or the Coupons is at the relevant time overdue. The substitution shall be made by a deed poll (the "**Deed Poll**"), in such form as may be agreed between BP2F and the Substitute 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, 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, 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, the Notes, 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 Note 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 Principal Paying Agent) from a lawyer or firm of lawyers with a leading securities practice in each jurisdiction referred to in (i) above and in England as to the fulfilment of the preceding conditions of this Condition 19.2 and the other matters specified in the Deed Poll and (vi) the 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. References in Condition 8 (*Events of Default and Enforcement*) 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 8 (*Events of Default and Enforcement*) 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 comply with the relevant rules and regulations of any competent authority, stock exchange and/or quotation system on which the Notes are admitted to listing, trading and/or quotation.

19.3 Notes issued by BGL

In the case of Notes issued by BGL or any previously substituted company, the Issuer, or any previous substituted company, may at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under any Series of the Notes, the Coupons and the Talons any subsidiary branch or affiliate of the Issuer or the successor company of the Issuer or jointly and severally one or more companies to whom the Issuer has transferred all of its assets and business undertakings (in each case the "**Substitute**") provided that no payment in respect of the Notes or the Coupons is at the relevant time overdue, no steps have been taken to admit the Issuer to a regime of suspension of payments (*sursis de paiement*) and (except in the case of a solvent reorganisation or amalgamation) no judgment has been rendered or an effective voluntary resolution has been passed for the dissolution and liquidation of the Issuer. Such substitution effected in accordance with this Condition 19 will release the Issuer or any previous substituted company and the Noteholders and Couponholders expressly consent hereto. The substitution shall be made by a deed poll (the "**Deed Poll**") in such form as may be agreed between BGL and the Substitute and may take place only if:

(a) the Substitute, by means of the Deed Poll, agrees to indemnify each Noteholder and Couponholder against any tax, duty, assessment, withholding, deduction or governmental charge which is imposed on it by (or by any taxing 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, Coupon, Talon or the Deed of Covenant and which would not have been so imposed had the substitution not been made, as well as against any tax, duty assessment or governmental charge, and any cost or expense, relating to the substitution;

(b) unless the Substitute is the successor company of the Issuer or one or more companies to whom the Issuer has transferred all of its assets and business undertakings each of whom are to be jointly and severally liable as principal debtor, the obligations of the Substitute under the Deed Poll, the Notes and the Coupons are unconditionally and irrevocably guaranteed by the Issuer or its successor or each of the companies to whom together the Issuer has transferred all of its assets and business undertakings (each a "**Guarantor**") by means of a guarantee substantially in the form contained in the Deed Poll (the "**Guarantee**");

(c) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Deed Poll, the Notes, the Coupons, the Talons and the Deed of Covenant represent valid, legally binding and enforceable obligations of the Substitute and, in the case of the Guarantee, of the Guarantor have been taken, fulfilled and done and are in full force and effect;

(d) the Substitute has become party to the Note Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it;

(e) legal opinions addressed to the Noteholders have been delivered to them (care of the Principal Paying Agent) from a lawyer or a firm of lawyers with a leading securities practice in each jurisdiction referred to in (a) above as to the fulfilment of the preceding conditions of this Condition 19 and the other matters specified in the Deed Poll;

(f) the substitution does not affect adversely the rating of the Notes by Moody's France SAS, Standard & Poor's Credit Market Services France SAS and Fitch France SAS or, if any such rating agency does not exist at the relevant time, any two existing internationally recognised rating agencies; and

(g) the Issuer has given at least 14 days' prior notice of such substitution to the Noteholders, stating that copies of all documents (in draft or final form) 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 office of each of the Paying Agents.

References in Condition 8 (*Events of Default and Enforcement*) 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 Conditions 8.1(c) shall be deemed to include such Guarantee not being (or being claimed by the Guarantor not to be) in full force and effect. In addition, the Guarantee shall contain (A) events of default in respect of the Notes in the same terms as Condition 8.1(c) relating to the Guarantor (except that references in Condition 8.1(c)(i) to failure to pay principal and interest on the Notes shall be a reference to failure to pay under the Guarantee), (B) provisions relating to the Guarantor in the form of Conditions 2.2(a) and 2.2(c) and (C) and a negative pledge in relation to the Guarantee in the form of Condition 2.3.

References to "outstanding" in relation to the Notes of any Series shall, on a substitution of the Issuer where the Guarantor guarantees the Notes, not include Notes held by the Guarantor and its subsidiaries for the purposes of (i) ascertaining the right to attend and vote at any meeting of the Noteholders and (ii) the determination of how many Notes are outstanding for the purposes of Condition 17 (*Meetings of Noteholders, Modification and Waiver*).

## 20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Notes shall not confer any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 21. GOVERNING LAW AND SUBMISSION TO JURISDICTION

### 21.1 Governing law

The Note Agency Agreement, the Deed of Covenant, the Guarantees, the Notes, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with the Note Agency Agreement, the Deed of Covenant, the Guarantees, the Notes (except as aforesaid), the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law. Notwithstanding this, with respect to Italian Dematerialised Notes, the registration and transfer of the Italian Dematerialised Notes in Monte Titoli shall be governed by, and shall be construed in accordance with, Italian law.

### 21.2 Submission to jurisdiction

The courts of England shall have jurisdiction to settle all disputes which may, directly or indirectly, arise out of or in connection with the Notes, the Guarantees, the Receipts and/or the Coupons (including any disputes relating to any non-contractual obligations arising out of or in connection with the Notes, the Guarantees, the Receipts and/or the Coupons) (a "**Dispute**") and each of the Issuer and the Guarantor submits and each Noteholder (by its acquisition of a Note) is deemed to submit to the jurisdiction of the English courts. For the purposes of this Condition, each of the Issuer and the Guarantor waives and each Noteholder (by its acquisition of a Note) is deemed to waive any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

21.3 **Appointment of Process Agent**

Each Issuer and Guarantor (if applicable) hereby appoints BNP Paribas, London branch, currently of 10 Harewood Avenue, London NW1 6AA (Attention: the Loan Administration Department) as its agent in England to receive service of process in England in any proceedings in England relating to the Notes, the Guarantee, the Receipts and/or the Coupons, as the case may be. If for any reason such process agent ceases to act as such or no longer has an address in England each Issuer and Guarantor agrees to appoint a substitute process agent and to notify the Noteholders of such appointment. Nothing in these provisions shall affect the right to serve process in any other manner permitted by law.

21.4 **Other documents**

The Issuer and (where applicable) the Guarantor have in the Note Agency Agreement, the Guarantees and the Deed of Covenant submitted to the jurisdiction of the English courts and appointed an agent for service of process in terms substantially similar to those set out above.

21.5 **Waiver of trial by jury**

WITHOUT PREJUDICE TO CONDITION 21.2, THE ISSUER WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN CONNECTION WITH THE NOTES, THE RECEIPTS AND THE COUPONS. THESE CONDITIONS MAY BE FILED AS A WRITTEN CONSENT TO A BENCH TRIAL.

## TERMS AND CONDITIONS OF THE W&C SECURITIES

***The following is the text of the Terms and Conditions of the W&C Securities which will include the additional terms and conditions contained in Annex 1 in relation to the payouts for W&C Securities, the addition terms and conditions contained in Annex 2 in the case of Index Securities, the additional terms and conditions contained in Annex 3 in the case of Share Securities, the additional terms and conditions contained in Annex 4 in the case of ETI Securities, the additional terms and conditions contained in Annex 5 in the case of Debt Securities, the additional terms and conditions contained in Annex 6 in the case of Commodity Securities, the additional terms and conditions contained in Annex 7 in the case of Inflation Index Securities, the additional terms and conditions contained in Annex 8 in the case of Currency Securities, the additional terms and conditions contained in Annex 9 in the case of Fund Securities, the additional terms and conditions contained in Annex 10 in the case of Futures Securities, the additional terms and conditions contained in Annex 11 in the case of Underlying Interest Rate Securities, the additional terms and conditions contained in Annex 12 in the case of Credit Securities, the additional terms and conditions contained in Annex 13 in the case of Secured Securities, the additional terms and conditions contained in Annex 14 in the case of Preference Share Certificates, the additional terms and conditions contained in Annex 15 in the case of OET Certificates or any other Annex (each, an "Annex" and, together the "Annexes") which may be added from time to time, in the case of any other security linked to any other underlying reference (the "Terms and Conditions") which, in the case of English Law Securities (as defined in Condition 1 below), will be incorporated by reference into each Clearing System Global Security, Private Placement Definitive Security or Registered Global Security (each as defined below), or in the case of CREST Dematerialised Securities (as defined in Condition 1 below), Danish Dematerialised Securities or Italian Dematerialised Securities (as defined below) will apply to such W&C Securities. In the case of English Law Securities (other than CREST Dematerialised Securities, Swedish Dematerialised Securities, Danish Dematerialised Securities, Finnish Dematerialised Securities, Italian Dematerialised Securities or Swiss Dematerialised Securities), the applicable Final Terms (or the relevant provisions thereof) will be attached to each Clearing System Global Security, Private Placement Definitive Security or Registered Global Security, as the case may be. In the case of CREST Dematerialised Securities, Swedish Dematerialised Securities, Finnish Dematerialised Securities, Danish Dematerialised Securities, Italian Dematerialised Securities and Swiss Dematerialised Securities, the applicable Final Terms in respect of such W&C Securities will be available at the specified office of the relevant Issuer and at the office of the Euroclear Registrar, Swedish Security Agent, Danish Security Agent, Finnish Security Agent, Italian Security Agent or Swiss Security Agent, as applicable, in each case specified in the applicable Final Terms. The provisions in respect of Registered Securities and U.S. Securities (each as defined below) relate to English Law Securities only.***

For the purposes of W&C Securities which are 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 ("**Exempt Securities**"), references in these Terms and Conditions to "Final Terms" shall be deemed to be references to "Pricing Supplement". 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 of the European Economic Area.

The series of W&C Securities described in the applicable Final Terms (in so far as it relates to such series of W&C Securities) (such W&C Securities being hereinafter referred to as the "**W&C Securities**") are issued by whichever of BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**"), BNP Paribas ("**BNPP**"), BNP Paribas Fortis Funding ("**BP2F**") or BGL BNP Paribas ("**BGL**" (either directly or, if so specified in the applicable Final Terms, acting through a specified branch ("**Specified Branch**")) is specified as the Issuer in the applicable Final Terms (the "**Issuer**") and references to the Issuer shall be construed accordingly. W&C Securities will be either warrants ("**Warrants**") or certificates ("**Certificates**"), as specified in the applicable Final Terms, and references in these Terms and Conditions to "W&C Security", "W&C Securities", "Warrant", "Warrants", "Certificate" and "Certificates" will be construed accordingly.

As used herein, "**Tranche**" means W&C Securities which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of W&C Securities together with any further Tranche or Tranches of W&C Securities which (i) are expressed to be consolidated and form a single series and (ii) have the same terms and conditions or terms and conditions which are the same in all respects save for the Issue Date, Issue Price, the amount and date of the first payment of interest thereon (if any) and/or the date from which interest starts to accrue (if any), as applicable.

The W&C Securities (other than CREST Dematerialised Securities) are issued pursuant to an Agency Agreement dated on or around 9 June 2015 (as amended and/or supplemented from time to time, the "**Agency Agreement**") between BNPP B.V. as issuer, BNPP as issuer, (where the Issuer is BNPP B.V.) as guarantor (in such capacity, the "**BNPP Guarantor**"), BP2F as issuer, BNP Paribas Fortis SA/NV ("**BNPPF**") as guarantor (where the Issuer is BP2F) (in such capacity, the "**BNPPF Guarantor**"), BGL as issuer, BNP Paribas Securities Services, Branch in Spain as Spanish agent (if specified in the applicable Final Terms as Agent in respect of the W&C Securities, the "**Madrid Security Agent**"), BNP Paribas Securities Services, Luxembourg Branch as principal agent (if specified in the applicable Final Terms as Agent in respect of the W&C Securities, the "**Principal Security Agent**"), registrar (if specified in the applicable Final Terms as Registrar in respect of the Registered Securities) and collateral custodian, BNP Paribas Securities Services as French issuing and paying agent (the "**French Security Agent**"), BNP Paribas Arbitrage S.N.C. as principal agent (if specified in the applicable Final Terms as Agent in respect of the W&C Securities, the "**Principal Security Agent**") and collateral calculation agent. The Bank of New York Mellon as New York security agent (the "**New York Security Agent**"), The Bank of New York Mellon as definitive security agent (the "**Definitive Security Agent**"), BNP Paribas Securities Services, Milan Branch as Italian agent (the "**Italian Security Agent**"), BNP Paribas Securities Services, Frankfurt Branch as Frankfurt warrant agent (the "**Frankfurt Warrant Agent**") and Frankfurt certificate agent (the "**Frankfurt Certificate Agent**"), BNP Paribas Securities Services, Succursale de Zurich as Swiss issuing and paying agent (each a "**Security Agent**" and collectively, the "**Security Agents**") and BNP Paribas Securities (Japan) Limited as registrar (if specified in the applicable Final Terms as Registrar in respect of the Registered Securities, and, together with BNP Paribas Securities Services, Luxembourg Branch, each a "**Registrar**"), as supplemented in the case of Swedish Dematerialised Securities by an issuing and paying agency agreement dated 4 January 2010 (as amended and/or supplemented from time to time, the "**Swedish Agency Agreement**") between BNPP B.V. and Svenska Handelsbanken AB (publ) as Euroclear Sweden security agent (the "**Swedish Security Agent**"), as supplemented in the case of Finnish Dematerialised Securities by an issuing and paying agency agreement dated 7 January 2013 (which may be amended and/or supplemented from time to time, the "**Finnish Agency Agreement**") between BNPP B.V. and Svenska Handelsbanken AB (publ) as Euroclear Finland security agent, (the "**Finnish Security Agent**") and as supplemented in the case of Danish Dematerialised Securities by an issuing and paying agency agreement, as amended and/or supplemented from time to time (the "**Danish Agency Agreement**") to be entered into between BNPP B.V. and the VP Denmark security agent appointed thereunder (the "**Danish Security Agent**"). The expression "Security Agent" shall include (i) in respect of Swedish Dematerialised Securities, the Swedish Security Agent and (ii) in respect of Finnish Dematerialised Securities, the Finnish Security Agent, and (iii) in respect of Danish Dematerialised Securities, the Danish Security Agent, and shall include any additional or successor security agent(s) in respect of the W&C Securities.

In relation to issues of CREST Dematerialised Securities (as defined below), BNPP B.V. will enter into an agreement to be dated on or around 9 June 2015 (such agreement as amended and/or supplemented and/or restated from time to time, the "**Euroclear Agreement**") with Computershare Investor Services (Guernsey) Limited as registrar in respect of CREST Dematerialised Securities (the "**Euroclear Registrar**", which expression shall include any successor or additional Euroclear registrar appointed in respect of CREST Dematerialised Securities). CREST Dematerialised Securities may only be issued by BNPP B.V.

BNP Paribas or BNP Paribas Arbitrage S.N.C. (as specified in the applicable Final Terms) shall undertake the duties of calculation agent (the "**Calculation Agent**") in respect of the W&C Securities as set out below and in the applicable

Final Terms unless another entity is so specified as calculation agent in the applicable Final Terms. The expression "Calculation Agent" shall, in relation to the relevant W&C Securities, include such other specified calculation agent.

The Agency Agreement will be governed by English Law in the case of English Law Securities (the "**English Law Agency Agreement**") and by French Law in the case of French Law Securities (the "**French Law Agency Agreement**"). The Euroclear Agreement will be governed by English Law. The Swedish Agency Agreement will be governed by Swedish Law. The Finnish Agency Agreement will be governed by Finnish law. The Danish Agency Agreement will be governed by Danish Law.

The applicable Final Terms for the W&C Securities supplements these Terms and Conditions for the purposes of the W&C Securities. Except in the case of French Law Securities, Swedish Dematerialised Securities, Danish Dematerialised Securities, Finnish Dematerialised Securities, Italian Dematerialised Securities, Swiss Dematerialised Securities or CREST Dematerialised Securities, the applicable Final Terms for the W&C Securities will be attached to each Global Security, each Private Placement Definitive Security and any Registered Certificates in definitive form.

References herein to the "applicable Final Terms" are to the Final Terms or two or more sets of Final Terms (in the case of any further W&C Securities issued pursuant to Condition 12 and forming a single series with the W&C Securities) (which, for the avoidance of doubt, may be issued in respect of more than one series of W&C Securities) insofar as they relate to the W&C Securities.

Subject as provided in Condition 4 and in the relevant Guarantee (as defined in Condition 1), where the Issuer is BNPP B.V., the obligations of BNPP B.V. with respect to physical delivery (if applicable) and/or the payment of amounts payable by BNPP B.V. are guaranteed by BNPP pursuant to the relevant BNPP Guarantee. Subject as provided in Condition 4 and in the relevant Guarantee (as defined in Condition 1), where the Issuer is BP2F, the obligations of BP2F with respect to physical delivery (if applicable) and/or the payment of amounts payable by BP2F are guaranteed by BNPPF pursuant to the BNPPF W&C Securities Guarantee. The original of each Guarantee is held by BNP Paribas Securities Services, Luxembourg Branch on behalf of the Holders at its specified office.

Copies of the Agency Agreement, the Guarantees and the applicable Final Terms may be obtained from the specified office of the relevant Security Agent and the Registrar (in the case of Registered Securities), save that if the W&C Securities are unlisted, the applicable Final Terms will only be obtainable by a Holder and such Holder must produce evidence satisfactory to the relevant Security Agent as to identity. Copies of the Euroclear Agreement, the English Law Guarantee and the applicable Final Terms may be obtained from the specified office of the Euroclear Registrar. Copies of the Swedish Agency Agreement and the BNPP English Law Guarantee will be available for inspection at the office of the Swedish Security Agent specified in the applicable Final Terms. Copies of the Finnish Agency Agreement and the BNPP English Law Guarantee will be available for inspection at the office of the Finnish Security Agent specified in the applicable Final Terms. Copies of the Danish Agency Agreement and the BNPP English Law Guarantee will be available for inspection at the office of the Danish Security Agent specified in the applicable Final Terms.

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

The Holders are entitled to the benefit of and are deemed to have notice of and are bound by all the provisions of the Agency Agreement (insofar as they relate to the W&C Securities) and the applicable Final Terms, which are binding on them.

## 1. DEFINITIONS

For the purposes of these Terms and Conditions, the following general definitions will apply:

"**Account Holder**" is as defined in Condition 2.2;

"**Actual Exercise Date**" is as defined in Condition 20 and Condition 24.1(a);

"**Additional Disruption Event**" is as defined in Condition 15.1;

"**Adjustment Date**" is as defined in Condition 17(b);

"**Affected Component Security**" is as defined in Condition 1 under the definition of Strike Date and in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Affected Item**" is as defined in this Condition 1 under the definition of Strike Date and in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Affected Relevant Assets**" is as defined in Condition 15.1;

"**Affected Share**" is as defined in Condition 15.2(e);

"**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;

"**Agency Agreement**" is as defined in paragraph 4 of these Terms and Conditions;

"**AIs**" is as defined in Condition 21 (in the case of Warrants) and Condition 29 (in the case of Certificates);

"**Alternate Cash Amount**" is as defined in Condition 5.4;

"**American Style Warrants**" is as defined in Condition 22;

"**Annex**" is as defined in paragraph 1 of these Terms and Conditions;

"**Asset Transfer Notice**" is as defined in Condition 35.2(a);

"**Automatic Early Redemption Amount**" is as defined in Condition 34.9(b);

"**Automatic Early Redemption Event**" is as defined in Condition 34.9(a) and 34.9(b);

"**Automatic Early Redemption Date**" is as defined in Condition 34.9(b);

"**Automatic Early Redemption Level**" is as defined in Condition 34.9(b);

"**Automatic Early Redemption Valuation Date**" is as defined in Condition 34.9(b);

"**Automatic Exercise**" is as defined in Condition 22;

"**Averaging**" is as defined in Condition 22 (in the case of Warrants) and Condition 30 (in the case of Certificates);

"**Averaging Date**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Basket Company**" is as defined in Condition 15.2(e);

"**Basket Price**" is as defined in Condition 34.9(b);

"**Basket of Underlying References**" is as defined in Condition 34.9(b);

"**BGL**" is as defined in paragraph 3 of these Terms and Conditions;

"**BGL Substitute**" is as defined in Condition 13.4;

"**BNPP**" is as defined in paragraph 3 of these Terms and Conditions;

"**BNPP B.V.**" is as defined in paragraph 3 of these Terms and Conditions;

"**BNPP English Law W&C Guarantee**" means a deed of guarantee dated on or around 9 June 2015 executed by BNPP in respect of English Law Securities issued by BNPP B.V.;

"**BNPP French Law W&C Guarantee**" means the French Law Guarantee for unsecured W&C Securities, *garantie*, dated on or around 9 June 2015 executed by BNPP in respect of French Law Securities issued by BNPP B.V.;

"**BNPP Guarantee**" means (a) in the case of English Law Securities, the BNPP English Law Guarantee and (b) in the case of French Law Securities, the BNPP French Law W&C Guarantee;

"**BNPP Guarantor**" is as defined in paragraph 4 of these Terms and Conditions;

"**BNPPF**" is as defined in paragraph 4 of these Terms and Conditions;

"**BNPPF Guarantor**" is as defined in paragraph 4 of these Terms and Conditions;

"**BNPPF W&C Securities Guarantee**" means a deed of guarantee dated on or around 9 June 2015 executed by BNPPF in respect of W&C Securities issued by BP2F;

"**BP2F**" is as defined in paragraph 3 of these Terms and Conditions;

"**BP2F Substitute**" is as defined in Condition 13.3;

"**Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) and for the purposes of making payments in euro, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open (a "**TARGET2 Settlement Day**") and (a) where the W&C Securities are Clearing System Securities, Registered Certificates or Italian Dematerialised Securities, a day on which the relevant Clearing System is open for business, (b) where the W&C Securities are Private Placement Definitive Securities, a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York, (c) where the W&C Securities are Registered Warrants, a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Tokyo, (d) where the W&C Securities are Swedish Dematerialised Securities, a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Stockholm, (e) where the W&C Securities are Finnish Dematerialised Securities, a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Helsinki and on which Euroclear Finland and the relevant system in which the Finnish Dematerialised Securities are registered are open for business in accordance with the rules of Euroclear Finland, (f) where the W&C Securities are Danish Dematerialised Securities, a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Copenhagen and on which VP Denmark and the relevant system in which the Danish Dematerialised Securities are registered are open for business in accordance with the rules of VP Denmark or (g) where the W&C Securities are CREST Demeterialised Securities, a day on which the Operator is open for business;

"**Calculated Additional Disruption Amount**" is as defined in Condition 15.2(c)(ii);

"**Calculated Additional Disruption Amount Determination Date**" is as defined in Condition 15.2(c)(ii);

"**Calculation Agent**" is as defined in paragraph 6 of these Terms and Conditions;

"**Calculation Period**" means each Interest Period, Premium Amount Period, AER Calculation Period, FR Calculation Period, Call Calculation Period or Put Calculation Period, as applicable;

"**Call Warrants**" is as defined in Condition 22;

"**Cancellation Event**" is as defined in Condition 15.1;

"**Cash Settled Certificates**" is as defined in Condition 30;

"**Cash Settled Securities**" means (a) in the case of an issue of Warrants, Cash Settled Warrants and (b) in the case of an issue of Certificates, Cash Settled Certificates;

"**Cash Settled Warrants**" is as defined in Condition 22;

"**Cash Settlement Amount**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**CBF Certificates**" is as defined in Condition 29;

"**CBF Warrants**" is as defined in Condition 21;

"**Certificates**" is as defined in paragraph 3 of these Terms and Conditions;

"**CFTC**" is as defined in Condition 2.1;

"**Change in Law**" is as defined in Condition 15.1;

"**Clearing System**" means Clearstream, Luxembourg and/or Euroclear and/or Euroclear France and/or Euroclear Sweden and/or Euroclear Finland and/or DTC and/or Iberclear and/or Monte Titoli and/or Clearstream, Frankfurt and/or VP Denmark and/or Euroclear UK & Ireland Limited ("**CREST**") and/or any additional or alternative clearing system approved by the Issuer and the relevant Security Agent(s) from time to time and specified in the applicable Final Terms;

"**Clearing System Certificates**" is as defined in Condition 29;

"**Clearing System Global Certificate**" is as defined in Condition 29;

"**Clearing System Global Security**" means (a) in the case of an issue of Warrants, the Clearing System Global Warrant representing such Warrants and (b) in the case of an issue of Certificates, the Clearing System Global Certificate representing such Certificates;

"**Clearing System Global Warrant**" is as defined in Condition 21;

"**Clearing System Securities**" means (a) in the case of an issue of Warrants, Clearing System Warrants and (b) in the case of an issue of Certificates, Clearing System Certificates;

"**Clearing System Warrants**" is as defined in Condition 21;

"**Clearstream, Frankfurt**" means Clearstream Banking AG, Frankfurt am Main;

"**Clearstream, Luxembourg**" is as defined in Condition 21 (in the case of Warrants) and Condition 29 (in the case of Certificates);

"**Commodity Exchange Act**" is as defined in Condition 2.1;

"**Commodity OET Certificate**" means a Commodity Security that is an OET Certificate;

"**Commodity Securities**" is as defined in Condition 2.1;

"**Common Depositary**" is as defined in Condition 21 (in the case of Warrants) and Condition 29 (in the case of Certificates);

"**Credit Securities**" is as defined in Condition 2.1;

"**CREST Dematerialised Certificates**" is as defined in Condition 28;

"**CREST Dematerialised Securities**" means (a) in the case of an issue of Warrants, CREST Dematerialised Warrants and (b) in the case of an issue of Certificates, CREST Dematerialised Certificates, provided that CREST Dematerialised Securities may only be issued by BNPP B.V.;

"**CREST Dematerialised Warrants**" is as defined in Condition 20;

"**Currency Event**" is as defined in Condition 15.1;

"**Currency OET Certificate**" means a Currency Security that is an OET Certificate;

"**Currency Securities**" is as defined in Condition 2.1;

"**Custodian**" is as defined in Condition 21 (in the case of Warrants) and Condition 29 (in the case of Certificates);

"**Cut-off Date**" is as defined in Condition 25.10(c) (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Danish Agency Agreement**" is as defined in paragraph 4 of these Terms and Conditions;

"**Danish Dematerialised Certificates**" is as defined in Condition 28;

"**Danish Dematerialised Securities**" means (a) in the case of an issue of Warrants, Danish Dematerialised Warrants and (b) in the case of an issue of Certificates, Danish Dematerialised Certificates;

"**Danish Dematerialised Warrants**" is as defined in Condition 20;

"**Danish Record Date**" is as defined in respect of Danish Dematerialised Warrants in Condition 25.7 and in respect of Danish Dematerialised Certificates in Condition 35.1;

"**Danish Securities Trading Act**" means Consolidated Act No. 813 of 12 June 2014 on Trading in Securities in the Kingdom of Denmark, as amended from time to time;

"**Danish Security Agent**" is as defined in paragraph 4 of these Terms and Conditions;

"**Day Count Fraction**" means, in respect of the calculation of a rate or an amount of interest for any Calculation Period if:

(i) "**Actual/Actual (ICMA)**" is specified in the applicable Final Terms:

(A) in the case of Certificates where the number of days in the relevant period from (and including) the most recent Interest Period End Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "**Accrual Period**") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(B) in the case of Certificates where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(x) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (a) the number of days in such Determination Period and (b) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and

(y) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (a) the number of days in such Determination Period and (b) the number of Determination Dates that would occur in one calendar year;

"**Determination Date(s)**" means the date(s) specified in the applicable Final Terms;

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

(ii) if "**Actual/Actual (ISDA)**" or "**Actual/Actual**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(iii) if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;

(iv) if "**Actual/365 (sterling)**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of a Calculation Period ending in a leap year, 366;

(v) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;

(vi) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Final Terms, the number of days in the 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 of 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 of the Calculation Period falls;

"$D_1$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number is 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;

(vii) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Final Terms, 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 of 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 of the Calculation Period falls;

"$D_1$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case $D_1$ will be 30; and

"$D_2$" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case $D_2$ will be 30;

(viii) if "**30E/360 (ISDA)**" is specified in the applicable Final Terms, 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 of 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 of the Calculation Period falls;

"$D_1$" is the first calendar day, expressed as a number, of the Calculation Period, unless (A) that day is the last day of February or (B) 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 (A) that day is the last day of February but not the redemption date or (B) such number would be 31, in which case $D_2$ will be 30.

Notwithstanding the foregoing, where the applicable Final Terms specifies that the relevant Day Count Fraction is "unadjusted", the Calculation Period and the Interest Amount payable on any date shall not, unless otherwise provided in the application Final Terms, be affected by the application of any Business Day Convention.

"**Debt Securities**" is as defined in Condition 2.1;

"**Definitive Security Agent**" is as defined in paragraph 4 of these Terms and Conditions;

"**Delivery Date**" is as defined in Condition 35.2(c);

"**Designated Account**" is as defined in Condition 35.1;

"**Designated Bank**" is as defined in Condition 35.1;

"**Designated Maturity**" is as defined in Condition 32(b)(ii);

"**Disqualified Transferee**" is as defined in Condition 2.4(c);

"**Disrupted Amount**" is as defined in Condition 5.6(vi);

"**Disrupted Settlement Date**" is as defined in Condition 5.6(vi);

"**Disruption Cash Settlement Price**" is as defined in Condition 5.1;

"**Distribution Compliance Period**" means the period expiring 40 days after completion of the distribution of the relevant W&C Securities unless a longer period is specified in the applicable Final Terms. In such event, the Final Terms will specify the additional restrictions on transfer and exercise applicable to the W&C Securities;

"**Documents**" is as defined in Condition 13.2(b);

"**DTC**" is as defined in Condition 21 (in the case of Warrants) and Condition 29 (in the case of Certificates);

"**due exercise**" is as defined in Condition 24.4;

"**English Law Agency Agreement**" is as defined in paragraph 7 of these Terms and Conditions;

"**English Law Certificates**" is as defined in Condition 28;

"**English Law Securities**" means (a) in the case of an issue of Warrants, English Law Warrants and (b) in the case of an issue of Certificates, English Law Certificates;

"**English Law Warrants**" is as defined in Condition 20;

"**Entitlement**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Established Rate**" is as defined in Condition 17(b);

"**ETI OET Certificate**" means an ETI Security that is an OET Certificate;

"**ETI Securities**" is as defined in Condition 2.1;

"**EURIBOR**" is as defined in Condition 32(d)(i)(C);

"**euro**" is as defined in Condition 17(b);

"**Euroclear**" is as defined in Condition 21 (in the case of Warrants) and Condition 29 (in the case of Certificates);

"**Euroclear Agreement**" is as defined in paragraph 5 of these Terms and Conditions;

"**Euroclear Finland**" means Euroclear Finland Ltd. (the Finnish Central Securities Depository);

"**Euroclear Finland Register**" means the register opened in the Euroclear Finland System for Finnish Dematerialised Securities issued or to be issued by the Issuer;

"**Euroclear Finland System**" means the technical system at Euroclear Finland for the registration of securities and the clearing and settlement of securities transactions;

"**Euroclear France Certificates**" is as defined in Condition 35.1;

"**Euroclear France Securities**" is as defined in Condition 2.2;

"**Euroclear France Warrants**" is as defined in Condition 24.1;

"**Euroclear Registrar**" is as defined in paragraph 5 of these Terms and Conditions;

"**Euroclear Sweden**" means Euroclear Sweden AB (the Swedish Central Securities Depository authorised as such under the SFIA Act);

"**Euroclear Sweden Register**" means the register opened in the Euroclear Sweden System for Swedish Dematerialised Securities issued or to be issued by the Issuer;

"**Euroclear Sweden System**" means the technical system at Euroclear Sweden for the registration of securities and the clearing and settlement of securities transactions;

"**Euronext Paris**" is as defined in Condition 34.3;

"**European Style Warrants**" is as defined in Condition 22;

"**EuroTLX**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Exchange Event**" is as defined in Condition 29;

"**Exercisable Certificates**" is as defined in Condition 34.7;

"**exercise**" is as defined in Condition 24.4;

"**Exercise Business Day**" is as defined in Condition 20;

"**Exercise Notice**" is as defined in Condition 24.1(a), Condition 25.1, Condition 25.2 and Condition 25.3;

"**Exercise Notice Delivery Date**" is as defined in Condition 25.10(c);

"**Exercise Price**" is as specified in the applicable Final Terms;

"**Expenses**" is as defined in Condition 11.2;

"**Expiration Date**" is as defined in Condition 20;

"**Failure to Deliver due to Illiquidity**" is as defined in Condition 15.1;

"**Failure to Deliver Settlement Price**" is as defined in Condition 15.2(e);

"**FBF Agreement**" is as defined in Condition 32(d)(ii);

"**FBF Rate**" is as defined in Condition 32(d)(ii);

"**Finnish Agency Agreement**" is as defined in paragraph 5 of these Terms and Conditions;

"**Finnish Dematerialised Certificates**" is as defined in Condition 28;

"**Finnish Dematerialised Securities**" means (a) in the case of an issue of Warrants, Finnish Dematerialised Warrants and (b) in the case of an issue of Certificates, Finnish Dematerialised Certificates;

"**Finnish Dematerialised Warrants**" is as defined in Condition 20;

"**Finnish Record Date**" is as defined in respect of Finnish Dematerialised Warrants in Condition 25.7 and in respect of Finnish Dematerialised Certificates in Condition 35.1;

"**Finnish Security Agent**" is as defined in paragraph 4 of these Terms and Conditions and is an account operator specifically authorised by Euroclear Finland and to be appointed by the Issuer in respect of any series of Finnish Dematerialised Securities to process and register issues in the Euroclear Finland System and identified in the applicable Final Terms and acting solely as the agent of the Issuer not assuming any obligation to, or relationship or agency of trust with the Holders;

"**Fixed Rate Certificates**" is as defined in Condition 32;

"**Floating Rate**" is as defined in Condition 32(d)(ii);

"**Floating Rate Certificates**" is as defined in Condition 32;

"**Floating Rate Option**" is as defined in Condition 32(b)(ii);

"**Force Majeure Event**" is as defined in Condition 15.1;

"**freely tradable**" is as defined in Condition 5.4;

"**Frankfurt Certificate Agent**" is as defined in paragraph 4 of these Terms and Conditions;

"**Frankfurt Warrant Agent**" is as defined in paragraph 4 of these Terms and Conditions;

"**French Law Agency Agreement**" is as defined in paragraph 7 of these Terms and Conditions;

"**French Law Certificates**" is as defined in Condition 28;

"**French Law Securities**" means (a) in the case of Warrants, French Law Warrants and (b) in the case of Certificates, French Law Certificates;

"**French Law Warrants**" is as defined in Condition 20;

"**French Security Agent**" is as defined in paragraph 4 of these Terms and Conditions;

"**Fund Securities**" is as defined in Condition 2.1;

"**Futures OET Certificate**" means a Futures Security that is an OET Certificate;

"**Futures Securities**" is as defined in Condition 2.1;

"**FX Settlement Disruption Currency**" is as defined in Condition 5.6(vi);

"**FX Settlement Disruption Cut-off Date**" is as defined in Condition 5.6(ii)(A);

"**FX Settlement Disruption Event**" is as defined in Condition 5.6(vi);

"**FX Settlement Disruption Exchange Rate**" is as defined in Condition 5.6(vi);

"**FX Settlement Disruption Expenses**" is as defined in Condition 5.6(vi);

"**FX Settlement Disruption Notice**" is as defined in Condition 5.6(i);

"**GDR/ADR**" is as defined in Condition 2.1;

"**General Meeting**" is as defined in Condition 9.4(b);

"**Global Certificate**" is as defined in Condition 29;

"**Global Security**" means (a) in the case of Warrants, the Global Warrant and (b) in the case of Certificates, the Global Certificate;

"**Global Warrant**" is as defined in Condition 21;

"**Government Authority**" is as defined in Condition 15.1;

"**Guarantee**" means the relevant BNPP Guarantee or the BNPPF W&C Securities Guarantee;

"**Guaranteed Cash Settlement Amount**" is as defined in Condition 4;

"**Guarantor**" means BNPP or BNPPF, as applicable;

"**Hedge**" is as defined in Condition 15.1;

"**Hedging Disruption**" is as defined in Condition 15.1;

"**Hedging Shares**" is as defined in Condition 15.1;

"**Holder**" is as defined in Condition 2.2, Condition 23 (in the case of Registered Warrants) and Condition 31 (in the case of Registered Certificates);

"**holder of Certificates**" is as defined in Condition 31;

"**Holder of Securities**" is as defined in Condition 2.2;

"**Hybrid Business Day**" has the meaning given to such term in the applicable Final Terms;

"**Hybrid Securities**" is as defined in Condition 2.1;

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

"**Increased Cost of Hedging**" is as defined in Condition 15.1;

"**Increased Cost of Stock Borrow**" is as defined in Condition 15.1;

"**Index OET Certificate**" means an Index Security that is an OET Certificate;

"**Index Securities**" is as defined in Condition 2.1;

"**Inflation Index Securities**" is as defined in Condition 2.1;

"**Initial Stock Loan Rate**" is as defined in Condition 15.1;

"**Insolvency Filing**" is as defined in Condition 15.1;

"**Interest Amount**" is as defined in Condition32(b)(iv) and Condition 32(c)(iii);

"**Interest Determination Date**" is as defined in Condition 32(b)(iv) and Condition 32(c)(iii);

"**Interest Period End Date**" is as defined in Condition 32(b)(i);

"**Interest Period End Final Date**" is as defined in Condition 32(a) and Condition 32(b)(i);

"**Intermediary**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Intervening Period**" is as defined in Condition 35.2(d);

"**Investor Representation Letter**" is as defined in Condition 2.4;

"**ISDA Definitions**" is as defined in Condition 32(b)(ii);

"**Issuer**" is as defined in paragraph 3 of these Terms and Conditions;

"**Italian Dematerialised Certificates**" is as defined in Condition 28;

"**Italian Dematerialised Securities**" means (a) in the case of an issue of Warrants, Italian Dematerialised Warrants and (b) in the case of an issue of Certificates, Italian Dematerialised Certificates;

"**Italian Dematerialised Warrants**" is as defined in Condition 20;

"**Italian Listed Certificates**" is as defined in Condition 28;

"**Italian Listed Securities**" means (a) in the case of an issue of Warrants, Italian Listed Warrants and (b) in the case of an issue of Certificates, Italian Listed Certificates;

"**Italian Listed Warrants**" is as defined in Condition 20;

"**Italian Security Agent**" is as defined in paragraph 4 of these Terms and Conditions;

"**Jurisdiction Event**" is as defined in Condition 15.1;

"**Knock-in Determination Day**" is as defined in Condition 16.7;

"**Knock-in Determination Period**" is as defined in Condition 16.7;

"**Knock-in Event**" is as defined in Condition 16.7;

"**Knock-in Level** " is as defined in Condition 16.7;

"**Knock-in Period Beginning Date**" is as defined in Condition 16.7;

"**Knock-in Period Ending Date**" is as defined in Condition 16.7;

"**Knock-in Range Level** " is as defined in Condition 16.7;

"**Knock-in Valuation Time**" is as defined in Condition 16.7;

"**Knock-out Determination Day**" is as defined in Condition 16.7;

"**Knock-out Determination Period**" is as defined in Condition 16.7;

"**Knock-out Event**" is as defined in Condition 16.7;

"**Knock-out Level**" is as defined in Condition 16.7;

"**Knock-out Period Beginning Date**" is as defined in Condition 16.7;

"**Knock-out Period Ending Date**" is as defined in Condition 16.7;

"**Knock-out Range Level**" is as defined in Condition 16.7;

"**Knock-out Valuation Time**" is as defined in Condition 16.7;

"**Level**" is as defined in Condition 16.7;

"**LIBOR**" is as defined in Condition 32(d)(i)(C);

"**Linked Interest Certificates**" is as defined in Condition 32;

"**Linked Premium Amount Certificates**" is as defined in Condition 33.2;

"**Local Currency**" is as defined in Condition 15.1;

"**Local Time**" means local time in the city of the relevant Clearing System;

"**Loss of Stock Borrow**" is as defined in Condition 15.1;

"**Luxembourg or Brussels time**" is as defined in Condition 24.4;

"**Madrid Security Agent**" is as defined in paragraph 4 of these Terms and Conditions;

"**Maximum Stock Loan Rate**" is as defined in Condition 15.1;

"**Modified Postponement**" is as defined in Condition 28;

"**Monte Titoli**" is as defined in Condition 21 (in the case of Warrants) and Condition 29 (in the case of Certificates);

"**National Currency Unit**" is as defined in Condition 17(b);

"**New York Security Agent**" is as defined in paragraph 4 of these Terms and Conditions;

"**New York time**" is as defined in Condition 24.4;

"**Notice Period**" is as defined in Conditions 34.3 and 34.4

"**Observation Date**" is as defined in Condition 20 (in the case of Warrants) and 28 (in the case of Certificates);

"**Observation Period**" is as defined in Condition 20 (in the case of Warrants) and 28 (in the case of Certificates);

"**OET Certificate**" means W&C Securities specified as Open End Turbo Certificates in the applicable Final Terms;

"**Omission**" is as defined in Condition 28;

"**Open End Certificate**" is as defined in Condition 28;

"**Operator**" is as defined in Condition 2.2;

"**Optional Additional Disruption Event**" is as defined in Condition 15.1;

"**Optional Redemption Amount**" is as defined in Conditions 34.3 and 34.4;

"**Optional Redemption Date**" is as defined in Conditions 34.3 and 34.4;

"**Optional Redemption Valuation Date**" is as defined in Conditions 34.3 and 34.4;

"**Original Currency**" is as defined in Condition 17(a)(ii);

"**Paris Business Day**" is as defined in W&C Security Condition 32(f).

"**Payment Date**" is as defined in Condition 35.1;

"**Permanent Global Warrant**" is as defined in Condition 21;

"**Physical Delivery Certificates**" is as defined in Condition 30;

"**Physical Delivery Securities**" means (a) in the case of an issue of Warrants, Physical Delivery Warrants and (b) in the case of an issue of Certificates, Physical Delivery Certificates;

"**Physical Delivery Warrants**" is as defined in Condition 22;

"**Postponement**" is as defined in Condition 28;

"**Premium Amount**" is as defined in Condition 33.6;

"**Premium Amount Payment Date**" is as defined in Condition 33.6;

"**Principal Security Agent**" is as defined in paragraph 4 of these Terms and Conditions;

"**Private Placement Definitive Certificates**" is as defined in Condition 29;

"**Private Placement Definitive Securities**" means (a) in the case of an issue of Warrants, Private Placement Definitive Warrants and (b) in the case of an issue, of Certificates, Private Placement Definitive Certificates;

"**Private Placement Definitive Warrant**" is as defined in Condition 21;

"**Private Placement Register**" is as defined in Condition 2.2;

"**Proceedings**" is as defined in Condition 14.2;

"**Put Notice**" is as defined in Condition 34.4;

"**Put Warrants**" is as defined in Condition 22;

"**QIBs**" is as defined in Condition 21 (in the case of Warrants) and Condition 29 (in the case of Certificates);

"**Quota**" is as defined in Condition 26.1(b);

"**Record**" is as defined in Condition 2.2;

"**Record Date**" is as defined in Condition 35.1 (in the case of Certificates);

"**Redemption Date**" is as defined in Condition 34.1;

"**Reference Banks**" is as defined in Condition 28;

"**Register**" is as defined in Condition 23;

"**Registered Certificates**" is as defined in Condition 29;

"**Registered Global Certificate**" is as defined in Condition 29;

"**Registered Global Security**" means (a) in the case of an issue of Warrants, a Registered Global Warrant and (b) in the case of an issue of Certificates, a Registered Global Certificate;

"**Registered Global Warrant**" is as defined in Condition 21;

"**Registered Securities**" means (a) in the case of an issue of Warrants, Registered Warrants and (b) in the case of an issue of Certificates, Registered Certificates;

"**Registered Warrants**" is as defined in Condition 21;

"**Registrar**" is as defined in paragraph 4 of these Terms and Conditions;

"**Regulation S**" is as defined in Condition 2.1;

"**Regulation S Global Certificate**" is as defined in Condition 29;

"**Regulation S Global Security**" means (a) in the case of an issue of Warrants, a Regulation S Global Warrant and (b) in the case of an issue of Certificates, a Regulation S Global Certificate;

"**Regulation S Global Warrant**" is as defined in Condition 21;

"**Related Expenses**" is as defined in Condition 11.2;

"**Relevant Adjustment Provisions**" is as defined in Condition 16.7 and 34.9(b);

"**Relevant Currency**" is as defined in Condition 5.6(vi);

"**Renouncement Notice**" is as defined in Condition 24.1(a) (in the case of Warrants) and Condition 34.7 (in the case of Certificates);

"**Reset Date**" is as defined in Condition 32(d)(ii);

"**Rolling Futures Contract Securities**" means a Security that is specified as such in the applicable Final Terms;

"**Rule 144A**" is as defined in Condition 21 (in the case of Warrants) and Condition 29 (in the case of Certificates);

"**Rule 144A Certificates**" is as defined in Condition 29;

"**Rule 144A Global Certificate**" is as defined in Condition 29;

"**Rule 144A Global Security**" means (a) in the case of an issue of Rule 144A Warrants, the Rule 144A Global Warrant representing such Rule 144A Warrants and (b) in the case of an issue of Rule 144A Certificates, the Rule 144A Global Certificate representing such Rule 144A Certificates;

"**Rule 144A Global Warrant**" is as defined in Condition 21;

"**Rule 144A Warrants**" is as defined in Condition 21;

"**Scheduled Averaging Date**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Scheduled Closing Time**" means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours subject, in respect of Index Securities, to subparagraphs (b) and (c) of the definition of Valuation Time, and subject, in respect of Share Securities, to subparagraph (c) of the definition of Valuation Time;

"**Scheduled Strike Date**" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Strike Date;

"**Scheduled Valuation Date**" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date;

"**Secured Securities**" is as defined in Condition 2.1;

"**Securities Act**" is as defined in Condition 21 (in the case of Warrants) and Condition 29 (in the case of Certificates);

"**Security Agent**" and "**Security Agents**" are as defined in paragraph 4 of these Terms and Conditions;

"**Security Expenses**" is as defined in Condition 11.1 and Condition 25.3(a)(iv);

"**SeDeX**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Settlement Business Day**" is as defined in Condition 5.1;

"**Settlement Date**" is as defined in Condition 20;

"**Settlement Disruption Event**" is as defined in Condition 5.1;

"**SFIA Act**" is as defined in Condition 21 (in the case of Warrants) and Condition 29 (in the case of Certificates);

"**Share**" is as defined in Condition 15.2(e);

"**Share OET Certificate**" means a Share Security that is an OET Certificate;

"**Share Securities**" is as defined in Condition 2.1;

"**Specified Maximum Days of Disruption**" means (other than with respect to Commodity Securities, Custom Index Securities and Currency Securities) eight Scheduled Trading Days or such other number of Scheduled Trading Days specified in the applicable Final Terms, with respect to Currency Securities, five Scheduled Trading Days, with respect to Custom Index Securities, twenty Custom Index Business Days and with respect to Commodity Securities, five Commodity Business Days;

"**Stop-Loss Event**" is as defined in Condition 15.1;

"**Strike Date**" means, in the case of Index Securities, Share Securities, ETI Securities, Debt Securities or Futures Securities, the Strike Date specified in the applicable Final Terms, or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent such day is a Disrupted Day. If any such day is a Disrupted Day, then:

(a) where the W&C Securities are Index Securities relating to a single Index (other than a Component Security Index), Share Securities relating to a single Share, ETI Securities relating to a single ETI Interest, Debt Securities relating to a single Debt Instrument or Futures Securities relating to a single Future, the Strike Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a Disrupted Day. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date, notwithstanding the fact that such day is a Disrupted Day and (B) the Calculation Agent shall determine the relevant level or price:

(i) in the case of Index Securities, by determining the level of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or

(ii) in the case of Share Securities, ETI Securities, Debt Securities or Futures Securities, in accordance with its good faith estimate of the relevant value, level, price or amount as of the Valuation Time on the last such consecutive Scheduled Trading Day; or

(b) where the W&C Securities are Index Securities relating to a single Component Security Index, the Calculation Agent shall determine the relevant level for such Component Security Index using the formula for and method of calculating such Component Security Index last in effect prior to the occurrence of the first Disrupted Day using:

(i) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Strike Date; and

(ii) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day

on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of the Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Strike Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions.

(c) where the W&C Securities are Index Securities relating to a Basket of Indices (other than a Basket of Component Security Indices), Share Securities relating to a Basket of Shares, ETI Securities relating to an ETI Basket, Debt Securities relating to a Basket of Debt Instruments or Futures Securities relating to a Basket of Futures, the Strike Date for each Index, Share, ETI Interest, Debt Instrument or Future, as the case may be, not affected by the occurrence of a Disrupted Day shall be the Scheduled Strike Date and the Strike Date for each Index, ETI Interest, Share, Debt Instrument or Future affected, as the case may be (each an "**Affected Item**"), by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the relevant value, level, price or amount using, in relation to the Affected Item:

(i) in the case of an Index, the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or

(ii) in the case of a Share, ETI Interest, Debt Instrument or Future, its good faith estimate of the value, level, price or amount for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day; or

(d) where the W&C Securities are Index Securities relating to a Basket of Component Security Indices, the Strike Date for each Component Security Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Strike Date, and for each Component Security Index affected (an "**Affected Item**") by the occurrence of a Disrupted Day, the Calculation Agent shall determine the level of that Component Security Index using the formula for and method of calculating that Component Security Index last in effect prior to the occurrence of the first Disrupted Day, using:

(i) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Strike Date; and

(ii) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Strike Date shall be deemed to be the earliest date on which the Calculation Agent can determine the level of the Component Security Index in accordance with the above provisions; or

(e) in the case of Commodity Securities, the Initial Pricing Date; or

(f) in the case of Underlying Interest Rate Securities, the Strike Date specified as such in the applicable Final Terms;

"**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;

"**Substitute**" is as defined in Condition 13.1;

"**Substitute Asset**" and "**Substitute Assets**" is as defined in Condition 5.4;

"**Substitute BNPP Guarantee**" is as defined in Condition 13.2(b);

"**Substitute BNPP Guarantor**" is as defined in Condition 13.2;

"**Substitute BNPPF Guarantor**" is as defined in Condition 13.5;

"**Substitute BNPPF W&C Securities Guarantee**" is as defined in Condition 13.5(b);

"**Substitute Share**" is as defined in Condition 15.2(e);

"**Substitution Date**" is as defined in Condition 15.2(e);

"**sub-unit**" is as defined in Condition 32(a);

"**Successor Index**" is as defined in Condition 15.2(d);

"**Swedish Agency Agreement**" is as defined in paragraph 4 of these Terms and Conditions;

"**Swedish Dematerialised Certificates**" is as defined in Condition 28;

"**Swedish Dematerialised Securities**" means (a) in the case of an issue of Warrants, Swedish Dematerialised Warrants and (b) in the case of an issue of Certificates, Swedish Dematerialised Certificates;

"**Swedish Dematerialised Warrants**" is as defined in Condition 20;

"**Swedish Record Date**" is as defined in Condition 35.1;

"**Swedish Security Agent**" is as defined in paragraph 4 of these Terms and Conditions;

"**Swiss Dematerialised Certificates**" is as defined in Condition 28;

"**Swiss Dematerialised Securities**" means (a) in the case of an issue of Warrants, Swiss Dematerialised Warrants and (b) in the case of an issue of Certificates, Swiss Dematerialised Certificates;

"**Swiss Dematerialised Warrants**" is as defined in Condition 20;

"**Swiss Materialised Certificates**" is as defined in Condition 28;

"**Swiss Materialised Securities**" means (a) in the case of an issue of Warrants, Swiss Materialised Warrants and (b) in the case of an issue of Certificates, Swiss Materialised Certificates;

"**Swiss Materialised Warrants**" is as defined in Condition 20;

"**Swiss Securities**" means Swiss Materialised Securities and Swiss Dematerialised Securities. The terms and conditions of the Swiss Securities will be set forth in the applicable Final Terms;

"**Swiss Security Agent**" means the entity specified in the applicable Final Terms;

"**Taxes**" is as defined in Condition 11.2;

"**Transfer Certificate**" is as defined in Condition 23;

"**Treaty**" is as defined in Condition 17(b);

"**Uncertificated Securities Regulations**" means the Uncertificated Securities Regulations 2001 (as amended, modified or re-enacted and such other regulations made under Sections 783, 784(3), 785 and 788 of the Companies Act 2006 as are applicable to the Euroclear Registrar) for the time being in force;

"**Underlying Reference**" is as defined in Condition 16.7 and 34.9(b);

"**Underlying Reference Level**" is as defined in Condition 34.9(b);

"**Underlying Share**" is as defined in Condition 2.1;

"**Units**" is as defined in Condition 22;

"**U.S. Certificates**" is as defined in Condition 29;

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

"**U.S. person**" is as defined in Condition 2.1;

"**U.S. Securities**" means (a) in the case of an issue of Warrants, U.S. Warrants and (b) in the case of an issue of Certificates, U.S. Certificates;

"**U.S. Warrants**" is as defined in Condition 21;

"**Valid Date**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Valuation Date**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Valuation Time**" is as defined in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**VP Denmark**" means VP Securities A/S (the Danish Central Securities Depositary authorised as such under the Danish Securities Trading Act);

"**VP Denmark Register**" means the register opened in the VP Denmark System for Danish Dematerialised Securities issued or to be issued by the Issuer;

"**VP Denmark System**" means the technical systems at VP Denmark for the registration of Securities and the clearing and settlement of securities transactions; and

"**Warrants**" is as defined in paragraph 3 of these Terms and Conditions.

## 2. TYPE, TITLE AND TRANSFER

2.1 Type

The W&C Securities relate to a specified index or basket of indices or futures or options contracts related to a specified index or basket of indices ("**Index Securities**"), a specified share or basket of shares, or a specified depositary receipt (a "**GDR/ADR**") referencing a share (an "**Underlying Share**") or basket of GDRs and/or ADRs ("**Share Securities**"), a specified interest in an exchange traded fund, an exchange traded note, an exchange traded commodity or any other exchange traded product (each an "**exchange traded instrument**") or basket of interests in exchange traded instruments ("**ETI Securities**"), a specified debt instrument or basket of debt instruments or futures or options contracts related to a specified debt instrument or basket of debt instruments (synthetic or otherwise) ("**Debt Securities**"), a specified commodity or commodity index or basket of commodities and/or commodity indices ("**Commodity Securities**"), a specified inflation index or basket of inflation indices ("**Inflation Index Securities**"), a specified currency or basket of currencies ("**Currency Securities**"), a specified fund share or unit or basket of fund shares or units ("**Fund Securities**"), a specified futures contract or basket of futures contract(s) ("**Futures Securities**"), a specified underlying interest rate or basket of underlying interest rates ("**Underlying Interest Rate Securities**"), the credit of a specified reference entity or reference entities ("**Credit Securities**"), a specified preference share issued by BNP Paribas Synergy Limited ("**Preference Share Certificates**"), W&C Securities issued by BNPP B.V. in respect of which BNPP B.V. grants security over certain of its assets ("**Secured Securities**") and/or W&C Securities which relate to any combination of such indices, shares, interests in exchange traded instruments, debt instruments, commodities, commodity indices, inflation indices, currencies, fund shares or units, futures contract(s), underlying interest rate(s), the credit of a specified reference entity or reference entities and other asset classes or types ("**Hybrid Securities**").

If the W&C Securities are Hybrid Securities and Hybrid Securities is specified as applicable in the applicable Final Terms, the terms and conditions of the W&C Securities will be construed on the basis that in respect of each separate type of underlying reference asset or basis, the relevant terms applicable to each such separate type of underlying reference asset or basis will apply, as the context admits, separately and independently in respect of the relevant type of underlying reference asset or basis, except as specified in the applicable Final Terms.

W&C Securities related to a specified interest in an exchange traded instrument or basket of interests in exchange traded instruments, a specified commodity or commodity index or basket of commodities and/or commodity indices, a specified inflation index or basket of inflation indices, specified currency or basket of

currencies, a specified fund share or unit or basket of fund shares or units, the credit of a specified reference entity or reference entities, a specified futures contract or basket of futures contracts, or Hybrid Securities related to any of these asset classes, may not at any time be offered, sold, resold, held, traded, pledged, exercised (in the case of Warrants), settled or redeemed (in the case of Certificates), transferred or delivered, directly or indirectly, in the United States or to, by or for the account or benefit of, persons that are (i) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"); or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"); or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**"); or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**"). Any such applicable U.S. wrapper may restrict the types of W&C Securities that can be offered, sold, resold, held, traded, pledged, exercised, redeemed, transferred or delivered and the terms of such W&C Securities.

If Averaging is specified as applying in the applicable Final Terms, the applicable Final Terms will state the relevant Averaging Dates and, if an Averaging Date is a Disrupted Day, whether Omission, Postponement or Modified Postponement (each as defined in Condition 20 in the case of Warrants or Condition 28 in the case of Certificates) applies.

References in these Terms and Conditions, unless the context otherwise requires, to Cash Settled Securities shall be deemed to include references to (a) Physical Delivery Securities, which include an option (as set out in the applicable Final Terms) at the Issuer's election to request cash settlement of such W&C Security pursuant to Condition 5.3 and where settlement is to be by way of cash payment, and (b) Physical Delivery Securities where settlement is to be automatically varied to be by way of cash payment pursuant to Condition 5.3. References in these Terms and Conditions, unless the context otherwise requires, to Physical Delivery Securities shall be deemed to include references to Cash Settled Securities which include an option (as set out in the applicable Final Terms) at the Issuer's election to request physical delivery of the relevant underlying asset in settlement of such W&C Security pursuant to Condition 5.3 and where settlement is to be by way of physical delivery. Unless otherwise specified in the applicable Final Terms, the Issuer does not have the option to vary settlement in respect of the U.S. Securities pursuant to Condition 5.3.

W&C Securities may, if specified in the applicable Final Terms, allow Holders to elect for settlement by way of cash payment or by way of physical delivery or by such other method of settlement as is specified in the applicable Final Terms. Those W&C Securities where the Holder has elected for cash payment will be Cash Settled Securities and those W&C Securities where the Holder has elected for physical delivery will be Physical Delivery Securities. The rights of a Holder as described in this paragraph may be subject to the Issuer's right to vary settlement as indicated in the applicable Final Terms and will be subject to the Issuer's right to substitute assets or pay the Alternate Cash Amount (as defined below) in lieu of physical delivery in accordance with these Conditions.

2.2 Title to W&C Securities other than Registered Securities

In the case of W&C Securities represented by a Clearing System Global Security held by a Common Depository on behalf of a relevant Clearing System or held by a relevant Clearing System or by Euroclear France and French Law Securities, each person who is for the time being shown in the records of the relevant Clearing System (in the case of English Law Securities other than English Law Securities held through Euroclear France) or whose name appears in the account of the relevant Account Holder (in the case of French Law Securities or English Law Securities held through Euroclear France, together "**Euroclear France Securities**") as the holder of a particular amount of such W&C Securities (in which regard any certificate or other document issued by the relevant Clearing System or, as the case may be, Account Holder as to the

amount of W&C Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall (except as otherwise required by law) be treated by the Issuer, the Guarantor, if any, and the relevant Security Agent as the holder of such amount of W&C Securities for all purposes (and the expressions "**Holder**" and "**Holder of Securities**" and related expressions shall be construed accordingly).

In the case of Swedish Dematerialised Securities, the person for the time being shown in the Euroclear Sweden Register as the holder of a particular amount of W&C Securities shall (except as otherwise required by law) be treated for all purposes by the Issuer, the Guarantor, if any, the Security Agents, Euroclear Sweden and all other persons dealing with such person as the holder thereof and as the person entitled to exercise the rights represented thereby notwithstanding any notice to the contrary (and the expressions "**Holder**" and "**Holder of Securities**" and related expressions shall be construed accordingly). The Issuer shall cause such W&C Securities to be accepted by Euroclear Sweden for clearing and registration in the Euroclear Sweden System in accordance with the SFIA Act and Euroclear Sweden Rules. The Issuer shall have the right to obtain extracts from the debt register of Euroclear Sweden.

In the case of Danish Dematerialised Securities, the person for the time being shown in the VP Denmark Register as the holder of a particular amount of W&C Securities shall (except as otherwise required by law) be treated for all purposes by the Issuer, the Guarantor, if any, the Security Agents, VP Denmark and all other persons dealing with such person as the holder thereof and as the person entitled to exercise the rights represented thereby notwithstanding any notice to the contrary (and the expressions "**Holder**" and "**Holder of Securities**" and related expressions shall be construed accordingly). The Issuer shall cause such W&C Securities to be accepted by VP Denmark for clearing and registration in the VP Denmark System in accordance with the Danish Securities Trading Act and VP Denmark Rules. The Issuer shall have the right to obtain extracts from the debt register of VP Denmark.

In the case of Finnish Dematerialised Securities, the person in whose name the Finnish Dematerialised Security is registered in the book-entry account in the Euroclear Finland Register (including a nominee account holder, as the case may be) shall (except as otherwise required by law) be treated for all purposes by the Issuer, the Guarantor, if any, the Security Agents, Euroclear Finland and all other persons dealing with such person as the holder thereof and as the person entitled to exercise the rights represented thereby (and the expressions "**Holder**" and "**Holder of Securities**" and related expressions shall be construed accordingly). Where a nominee is so evidenced it shall be treated as the holder of the relevant Finnish Dematerialised Securities. The Issuer shall cause such W&C Securities to be accepted by Euroclear Finland for clearing and registration in the Euroclear Finland System in accordance with Finnish laws, rules, regulations and operating procedures applicable to, and/or issued by Euroclear Finland. Notwithstanding any secrecy obligation, the Issuer shall be entitled to obtain information (including but not limited to information on Holders) from the Euroclear Finland Register maintained by Euroclear Finland as registrar on behalf of the Issuer in accordance with the rules of Euroclear Finland, and Euroclear Finland shall be entitled to provide such information to the Issuer notwithstanding any secrecy obligation. Furthermore, the Issuer shall, subject to regulations of Euroclear Finland and applicable laws, be entitled to acquire from Euroclear Finland a list of the holders of Finnish Dematerialised Securities, provided that it is technically possible for Euroclear Finland to maintain such a list. The Issuer shall be entitled to pass such information to the Finnish Security Agent or to authorize such agent to acquire such information from Euroclear Finland directly. Except as ordered by a court of competent jurisdiction or as required by law, the Holder of any Finnish Dematerialised Securities shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the Holder.

In the case of Italian Dematerialised Securities, the person who is for the time being shown in the records of Monte Titoli as the holder of a particular amount of W&C Securities (in which regard any certificate, record or

other document issued by Monte Titoli as to the amount of W&C Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall (except as otherwise required by applicable law) be treated for all purposes by the Issuer, the Guarantor, if any, the Italian Security Agent and all other persons dealing with such person as the holder thereof and as the person entitled to exercise the rights represented thereby notwithstanding any notice to the contrary (and the expressions "**Holder**" and "**Holder of Securities**" and related expressions shall be construed accordingly, except where Italian law is applicable, in which case "**Holder**" and "**Holder of Securities**" will be exclusively deemed to be the beneficial owner of the W&C Securities). The Issuer shall cause Italian Dematerialised Securities to be dematerialised and centralised with Monte Titoli, pursuant to Italian legislative decree no. 58/1998 as amended and integrated by subsequent implementing provisions.

Title to French Law Securities held through Euroclear France will be evidenced in accordance with Article L.211-3 of the French *Code Monétaire et Financier* by book-entries (*inscription en compte*). No document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code Monétaire et Financier*) will be issued in respect of such W&C Securities. The French Law Securities held through Euroclear France will, upon issue, be inscribed in the books of Euroclear France which will credit the accounts of the relevant Account Holders.

Once issued, OET Certificates that are Euroclear France Securities shall be deposited with Euroclear France acting as central depositary and registered in an account in the books of Euroclear France, which shall credit the accounts of the Account Holders (including Euroclear and Clearstream, Luxembourg).

However, the Issuer reserves the right, if such option is provided in the Final Terms, to have OET Certificates transferred from Euroclear France at any time (in the case of OET Certificates already issued) to, or to deposit the OET Certificates of a particular issue (in the case of OET Certificates yet to be issued) with, another depositary whose registered office is situated within a European Economic Area country. In the event of a change of depositary, the Issuer shall comply with all laws, regulations and tax rules applicable to the functions of such depositary.

For the purpose of these Conditions, "**Account Holder**" means any authorised financial intermediary institution entitled to hold accounts, directly or indirectly, on behalf of its customers with Euroclear France, and includes the depositary bank for Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System.

In the case of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, the Rule 144A Global Security will be registered in the name of Cede & Co., as nominee of DTC, but this does not confer any rights or benefits on Cede & Co. or any other nominee of DTC in whose name a Rule 144A Global Security may be registered. Transfers of such Rule 144A Global Security by such nominee of DTC shall be limited to transfers of such Rule 144A Global Security, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor's nominee. Rights conferred by the Rule 144A Global Security are only enforceable by the Holders (as defined below) as provided therein. Subject as set forth in Condition 2.4 below, each person who is for the time being shown in the records of DTC as the Holder of a particular number (in the case of Warrants) or amount (in the case of Certificates) of W&C Securities shall (except as otherwise required by law) be treated by the Issuer and the New York Security Agent as the Holder of such number or amount, as the case may be, of W&C Securities for all purposes (and the expressions "**Holder of Securities**" and related expressions shall be construed accordingly).

In the case of Private Placement Definitive Securities, the Issuer shall cause to be kept at the principal office of the Definitive Security Agent, a register (the "**Private Placement Register**") on which shall be entered the names and addresses of all holders of Private Placement Definitive Securities, the number or amount, as the case may be, and type of Private Placement Definitive Securities held by them and details of all transfers of

Private Placement Definitive Securities. Subject as set forth in Condition 2.4 below, the persons shown in the Private Placement Register (each a "**Holder**") shall (except as otherwise required by law) be treated as the absolute owners of the relevant Private Placement Definitive Securities for all purposes (regardless of any notice of ownership, trust, or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating such person.

In the case of CREST Dematerialised Securities, title to CREST Dematerialised Securities is recorded on the relevant Operator register of eligible debt securities. The Euroclear Registrar on behalf of BNPP B.V. as Issuer will maintain a record of uncertificated eligible debt securities (the "**Record**") in relation to the CREST Dematerialised Securities and will procure that the Record is regularly updated to reflect the Operator register of eligible debt securities in accordance with the rules of the Operator. Subject to this requirement, (i) each person who is for the time being shown in the Record as the holder of a particular number of CREST Dematerialised Securities shall be treated by BNPP B.V. as Issuer, BNPP as Guarantor, the Euroclear Registrar and any other person as the holder of such number of CREST Dematerialised Securities for all purposes (and the expressions "**Holder**" and "**Holder of Securities**" and related expressions in the context of CREST Dematerialised Securities shall be construed accordingly), and (ii) none of BNPP B.V. as Issuer, BNPP as Guarantor, the Euroclear Registrar and any other person shall be liable in respect of any act or thing done or omitted to be done by it or on its behalf in reliance upon the assumption that the particulars entered in the Record which the Euroclear Registrar maintains are in accordance with particulars entered in the Operator register of eligible debt securities relating to the CREST Dematerialised Securities.

No provisions of these Conditions as completed by the applicable Final Terms shall (notwithstanding anything contained therein) apply or have effect to the extent that it is in any respect inconsistent with (I) the holding of title to CREST Dematerialised Securities in uncertificated form, (II) the transfer of title to CREST Dematerialised Securities by means of a relevant system or (III) the Uncertificated Securities Regulations. Without prejudice to the generality of the preceding sentence and notwithstanding anything contained in these Conditions or the applicable Final Terms, so long as the CREST Dematerialised Securities are participating securities, (A) the Operator register of eligible debt securities relating to the CREST Dematerialised Securities shall be maintained at all times outside the United Kingdom, (B) the CREST Dematerialised Securities may be issued in uncertificated form in accordance with and subject as provided in the Uncertificated Securities Regulations, and (C) for the avoidance of doubt, the Conditions and the applicable Final Terms in relation to any CREST Dematerialised Security shall remain applicable notwithstanding that they are not endorsed on any certificate for such CREST Dematerialised Security.

As used herein each of "**Operator register of eligible debt securities**", "**participating securities**" and "**relevant system**" is as defined in the Uncertificated Securities Regulations and the relevant Operator (as such term is used in the Uncertificated Securities Regulations) is Euroclear UK & Ireland Limited or any additional or alternative operator from time to time approved by BNPP B.V. as Issuer, BNPP as Guarantor and the Euroclear Registrar in relation to the CREST Dematerialised Securities and in accordance with the Uncertificated Securities Regulations. Any reference herein to the "**Operator**" shall, whenever the context so permits, be deemed to include a reference to any such additional or alternative Operator from time to time and notified to the Holders of CREST Dematerialised Securities in accordance with Condition 10 (*Notices*).

2.3 Title to Registered Securities

Provisions relating to title to Registered Warrants are set out in Condition 23.

Provisions relating to title to Registered Certificates are set out in Condition 31.

2.4 Transfers of Interests in Clearing System Securities and Private Placement Definitive Securities

Transfers of Warrants may not be effected after the exercise of such Warrants pursuant to Condition 25.

Transfers of Certificates may not be effected after the redemption of such Certificates pursuant to Condition 34.

Subject as set forth in this Condition, all transactions (including permitted transfers of W&C Securities) in the open market or otherwise must be effected, in the case of CBF Warrants or CBF Certificates, through an account at Clearstream, Frankfurt or, in the case of W&C Securities represented by a Clearing System Global Security held by a Common Depository on behalf of Clearstream, Luxembourg or Euroclear and/or any other relevant Clearing System, or Euroclear France, through an account at Clearstream, Luxembourg or Euroclear, as the case may be, and/or any other relevant Clearing System, or in the case of Euroclear France Securities, through Account Holder(s), or in the case of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, through a direct or indirect participant of DTC, subject to and in accordance with the rules and procedures for the time being of the relevant Clearing System(s). Transfers in respect of Clearing System Securities governed by French Law must be effected through Account Holders(s). Title will pass upon registration of the transfer in the books of the relevant Clearing System.

Any reference herein to Clearstream, Luxembourg and/or Euroclear and/or DTC and/or Monte Titoli and/or Clearstream, Frankfurt and/or any other relevant Clearing System shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Principal Security Agent from time to time and notified to the Holders in accordance with Condition 10.

Subject as set forth in this Condition, Private Placement Definitive Securities may be transferred by the then current Holder surrendering its Private Placement Definitive Security for registration of transfer at the specified office of the Definitive Security Agent, duly endorsed by, or accompanied by a written instrument of transfer (in the form satisfactory to BNPP and the Definitive Security Agent), and duly executed by the Holder or its duly authorised agent. Private Placement Definitive Securities may only be issued and transferred in minimum nominal amounts of U.S. $250,000 or more.

(a) Transfers of W&C Securities to a person who takes delivery in the form of W&C Securities represented by a Regulation S Global Security or Rule 144A Global Security may be made only in accordance with the following provisions:

(i) (A) in the case of transfers to a person who takes delivery in the form of W&C Securities represented by a Regulation S Global Security, from a Holder of W&C Securities represented by a Regulation S Global Security, to a non-U.S. person in an offshore transaction pursuant to Regulation S and CFTC regulations and guidance;

(A) in the case of transfers within the Distribution Compliance Period to a person who takes delivery in the form of W&C Securities represented by a Rule 144A Global Security, from a Holder of W&C Securities represented by a Regulation S Global Security, only upon certification (in the form from time to time available from any Security Agent) to the New York Security Agent by the transferor thereof that such transfer is being made to (x) a person whom the transferor reasonably believes is a QIB acquiring such W&C Securities in a transaction meeting the requirements of Rule 144A, in the case of U.S. Securities issued by BNPP or (y) a person whom the transferor reasonably believes is a QIB and a QP, in the case of U.S. Securities issued by BNPP B.V., provided that, after the expiration of the Distribution Compliance Period, such certification requirement will no longer apply;

(B) in the case of transfers to a person who takes delivery in the form of W&C Securities represented by a Regulation S Global Security, from a Holder of Private Placement Definitive Securities, upon certification (in the form from time to time available from any Security Agent) to the Principal Security Agent by the transferor

thereof that such transfer is being made to a non-U.S. person in an offshore transaction pursuant to Regulation S and CFTC regulations and guidance;

(C) in the case of transfers to a person who takes delivery in the form of W&C Securities represented by a Rule 144A Global Security, from a Holder of Private Placement Definitive Securities, upon certification (in the form from time to time available from any Security Agent) to the New York Security Agent by the transferor thereof that such transfer is being made to a person whom the transferor reasonably believes is (x) a QIB, in the case of U.S. Securities issued by BNPP or (y) a QIB and a QP, in the case of U.S. Securities issued by BNPP B.V., and, in either case, acquiring such W&C Securities in a transaction meeting the requirements of Rule 144A;

(D) in the case of transfers to a person who takes delivery in the form of W&C Securities represented by a Rule 144A Global Security, from a Holder of W&C Securities represented by a Rule 144A Global Security, in a transaction meeting the requirements of Rule 144A and, in the case of W&C Securities issued by BNPP B.V. in accordance with paragraph (d) below;

(E) in the case of transfers to a person who takes delivery in the form of W&C Securities represented by a Regulation S Global Security, from a Holder of W&C Securities represented by a Rule 144A Global Security, upon certification (in the form from time to time available from any Security Agent) to the Principal Security Agent by the transferor thereof that such transfer is being made to a non-U.S. person in an offshore transaction pursuant to Regulation S and CFTC regulations and guidance; and

(F) in each case, in accordance with any applicable rules and regulations of the Principal Security Agent, the New York Security Agent, the Definitive Security Agent, the relevant Clearing System and/or as specified in the applicable Final Terms.

(ii) The Holder must send:

(A) in the case of transfers of Private Placement Definitive Securities, a free of payment instruction to the Definitive Security Agent, not later than 5.00 p.m., New York City time, at least two Business Days in New York prior to the date on which the transfer is to take effect;

(B) in the case of transfers of W&C Securities represented by a Regulation S Global Security or Rule 144A Global Security held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, a free of payment instruction to Clearstream, Luxembourg or Euroclear and/or any other relevant Clearing System, as the case may be, not later than 10.00 a.m. local time in the city of the relevant Clearing System, one Business Day in the city of the relevant Clearing System prior to the date on which the transfer is to take effect; and

(C) in the case of transfers of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, a free of payment instruction to DTC, not later than 5.00 p.m. New York City time, at least two Business Days in New York prior to the date on which the transfer is to take effect.

Separate payment arrangements are required to be made between the transferor and the transferee.

(iii) On the transfer date:

(A) (I) in the case of transfers of W&C Securities represented by a Regulation S Global Security or a Rule 144A Global Security, the relevant Clearing System will debit the account of its participant and (II) in the case of transfers of Private Placement Definitive Securities, the Holder must deliver the Private Placement Definitive Securities the subject of the transfer to the Definitive Security Agent and instruct the Definitive Security Agent to cancel the transferred Private Placement Definitive Securities; and

(B) the relevant Clearing System or the Holder, as the case may be, will instruct (I) in the case of transfers to a person who takes delivery in the form of W&C Securities represented by a Regulation S Global Security or a Rule 144A Global Security held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, the Principal Security Agent to instruct Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, as the case may be, to credit the relevant account of the relevant Clearing System participant, and (II) in the case of transfers to a person who takes delivery in the form of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, (a) the New York Security Agent (in the case of transfers of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC) to credit the relevant account of the DTC participant, (b) the Definitive Security Agent (in the case of transfers of Private Placement Definitive Securities) to credit the relevant account of the DTC participant, or (c) the Principal Security Agent (in the case of transfers of W&C Securities represented by a Regulation S Global Security or a Rule 144A Global Security held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System) to instruct DTC to credit the relevant account of the relevant Clearing System at DTC and thereafter DTC will debit such account of the relevant Clearing System, and will credit the relevant account of the DTC participant.

(iv) Upon any such transfers, on the transfer date:

(A) the Principal Security Agent, in the case of transfers to and/or from a person who takes delivery in the form of W&C Securities represented by a Regulation S Global Security or a Rule 144A Global Security held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, will increase or decrease, if appropriate, the number of W&C Securities represented by such Regulation S Global Security or Rule 144A Global Security, whereupon the number of W&C Securities represented by such Regulation S Global Security or Rule 144A Global Security, as the case may be, shall be increased or decreased, if appropriate, for all purposes by the number so transferred and endorsed; or

(B) the New York Security Agent, in the case of transfers to and/or from a person who takes delivery in the form of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, will increase or decrease, if

appropriate, the number of W&C Securities represented by such Rule 144A Global Security, whereupon the number of W&C Securities represented by such Rule 144A Global Security shall be increased or decreased, if appropriate, for all purposes by the number so transferred and endorsed.

(b) Transfers of W&C Securities to a person who takes delivery in the form of Private Placement Definitive Securities may be made only in accordance with the following provisions:

(i) (A) in the case of transfers from a Holder of Private Placement Definitive Securities, upon (I) delivery of a duly executed investor representation letter from the relevant transferee in accordance with paragraph (c) below and (II) certification (in the form from time to time available from any Security Agent) to the Definitive Security Agent by the transferor thereof that such transfer is being made to (x) a person whom the transferor reasonably believes is an AI acquiring such W&C Securities in a transaction exempt from the registration requirements of the Securities Act, in the case of U.S. Securities issued by BNPP or (y) a person whom the transferor reasonably believes is a QIB and a QP in a transaction meeting the requirements of Rule 144A, in the case of U.S. Securities issued by BNPP B.V.;

(A) in the case of transfers from a Holder of W&C Securities represented by a Rule 144A Global Security, upon (I) delivery of a duly executed investor representation letter from the relevant transferee in accordance with paragraph (c) below and (II) certification (in the form from time to time available from any Security Agent) to the Definitive Security Agent by the transferor thereof that such transfer is being made to (x) a person whom the transferor reasonably believes is an AI acquiring such W&C Securities in a transaction exempt from the registration requirements of the Securities Act, in the case of U.S. Securities issued by BNPP or (y) a person whom the transferor reasonably believes is a QIB and a QP in a transaction meeting the requirements of Rule 144A, in the case of U.S. Securities issued by BNPP B.V.;

(B) in the case of transfers from a Holder of W&C Securities represented by a Regulation S Global Security, upon (I) delivery of a duly executed investor representation letter from the relevant transferee in accordance with paragraph (c) below and (II) within the Distribution Compliance Period only, certification (in the form from time to time available from any Security Agent) to the Definitive Security Agent by the transferor thereof that such transfer is being made to (x) a person whom the transferor reasonably believes is an AI acquiring such W&C Securities in a transaction exempt from the registration requirements of the Securities Act, in the case of U.S. Securities issued by BNPP or (y) a person whom the transferor reasonably believes is a QIB and a QP in a transaction meeting the requirements of Rule 144A, in the case of U.S. Securities issued by BNPP B.V.; and

(C) in each case, in accordance with any applicable securities laws of any state of the United States and any applicable rules and regulations of the New York Security Agent, the Definitive Security Agent, the relevant Clearing System and/or as specified in the applicable Final Terms.

(ii) The Holder must send:

(A) in the case of transfers of Private Placement Definitive Securities, a free of payment instruction to the Definitive Security Agent not later than 5.00 p.m. New York City

time, at least two Business Days in New York prior to the date on which the transfer is to take effect;

(B) in the case of transfers of W&C Securities represented by a Regulation S Global Security or a Rule 144A Global Security held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, a free of payment instruction to Clearstream, Luxembourg or Euroclear and/or any other relevant Clearing System, as the case may be, not later than 10.00 a.m. local time in the city of the relevant Clearing System, one Business Day in the city of the relevant Clearing System prior to the date on which the transfer is to take effect; and

(C) in the case of transfers of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, a free of payment instruction to DTC, not later than 5.00 p.m. New York City time, at least two Business Days in New York prior to the date on which the transfer is to take effect.

Separate payment arrangements are required to be made between the transferor and the transferee.

(iii) On the transfer date:

(A) in the case of transfers of W&C Securities represented by a Clearing System Global Security, the relevant Clearing System will debit the account of its participant and, in the case of transfers of Private Placement Definitive Securities, the Holder must deliver the Private Placement Definitive Securities the subject of the transfer to the Definitive Security Agent and instruct the Definitive Security Agent to cancel the transferred Private Placement Definitive Securities; and

(B) the relevant Clearing System or the Holder, as the case may be, will instruct the Definitive Security Agent to deliver or procure the delivery of new Private Placement Definitive Securities, of a like number to the number of W&C Securities transferred, to the transferee at its specified office or send such new Private Placement Definitive Securities, by uninsured mail, at the risk of the transferee, to such address as the transferee may request.

(iv) Upon any such transfer, on the transfer date:

(A) the Principal Security Agent will, in the case of transfers of W&C Securities represented by a Regulation S Global Security or Rule 144A Global Security held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, decrease the number of W&C Securities represented by such Regulation S Global Security or Rule 144A Global Security, if appropriate, whereupon the number of W&C Securities represented by such Regulation S Global Security or Rule 144A Global Security shall, if appropriate, be reduced for all purposes by the number so transferred or exchanged and endorsed; or

(B) the New York Security Agent will, in the case of transfers of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, decrease the number of W&C Securities represented by such Rule 144A Global Security, if appropriate, whereupon the number of W&C Securities represented by

such Rule 144A Global Security shall, if appropriate, be decreased for all purposes by the number so transferred and endorsed.

(c) In the case of transfers of W&C Securities to a person who takes delivery in the form of a Private Placement Definitive Security, the delivery of a duly executed investor representation letter in the form set out in the Agency Agreement (an "**Investor Representation Letter**") from the relevant transferee to the Definitive Security Agent is a condition precedent to the transfer of such Private Placement Definitive Security or any beneficial interests therein. The Investor Representation Letter must be duly executed by such proposed transferee or such proposed transferee's attorney duly authorised in writing, at least three Business Days in New York prior to the date the transfer of such Private Placement Definitive Security is desired. Any attempted transfer in which the Investor Representation Letter and the proposed transfer was not effected in accordance with the foregoing procedures shall not be valid or binding on the Issuer.

If (i) the Principal Security Agent (in relation to Regulation S Global Securities or Rule 144A Global Securities held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System) or (ii) the New York Security Agent (in relation to Rule 144A Global Securities held by a Custodian on behalf of DTC) or (iii) the Definitive Security Agent (in relation to Private Placement Definitive Securities) subsequently determines or is subsequently notified by the Issuer that (A) a transfer or attempted or purported transfer of any interest in a Private Placement Definitive Security was consummated in compliance with the provisions of this paragraph on the basis of an incorrect form or certification from the transferee or purported transferee as set forth in the relevant Investor Representation Letter, or (B) the Holder of any interest in any W&C Security was in breach, at the time given, of any representation or agreement given by such Holder (including, but not limited to, in the case of Private Placement Definitive Securities, any such representation or agreement set forth in the relevant Investor Representation Letter) or (iii) a transfer or attempted transfer of any interest in any W&C Security was consummated that did not comply with the transfer restrictions set forth in this Condition 2.4, the purported transfer shall be absolutely null and void *ab initio* and shall vest no rights in the purported transferee (such purported transferee, a "**Disqualified Transferee**") and the last preceding Holder of such interest that was not a Disqualified Transferee shall be restored to all rights as a Holder thereof retroactively to the date of transfer of such interest by such Holder.

(d) In the case of transfers of W&C Securities to a person who takes delivery in the form of W&C Securities represented by a Rule 144A Global Security issued by BNPP or BNPP B.V. the transferor shall have agreed in an Investor Representation Letter to certain restrictions on transfer and, the transfer shall be subject to the delivery of a duly executed Investor Representation Letter from the relevant transferee to BNPP or BNPP B.V. as applicable. Any attempted transfer that is not in accordance with the procedures set forth in the transferor's Investor Representation Letter and with any procedures set forth in any applicable U.S. wrapper to the Base Prospectus shall not be valid or binding on BNPP or BNPP B.V..

2.5 Transfer of Registered Securities

Provisions relating to the transfer of Registered Warrants are set out in Condition 23.

Provisions relating to the transfer of Registered Certificates are set out in Condition 31.

2.6 Transfer of Swedish Dematerialised Securities

Title to Swedish Dematerialised Securities will pass upon entry in the Euroclear Sweden Register (or, if applicable, notice to a nominee under the terms of the SFIA Act) in accordance with the SFIA Act.

2.7 Transfer of Finnish Dematerialised Securities

Title to Finnish Dematerialised Securities shall pass by transfer from a Holder's book-entry account to another person's, whether a legal person or an individual, book-entry account within Euroclear Finland (except where the Finnish Dematerialised Securities are nominee-registered and are transferred from one account to another account with the same nominee). Finnish Dematerialised Securities will be transferable only in accordance with the legislation, rules and regulations applicable to, and/or issued by, Euroclear Finland.

2.8 Transfer of Italian Dematerialised Securities

Title to Italian Dematerialised Securities will pass upon registration of the transfer in the records of Monte Titoli.

2.9 Transfer of Danish Dematerialised Securities

Title to Danish Dematerialised Securities will pass upon entry in the VP Denmark Register (or, if applicable, notice to a nominee under the terms of the Danish Securities Trading Act) in accordance with the provisions of the Danish Securities Trading Act.

2.10 Transfer of CREST Dematerialised Securities

All transactions (including transfers) in respect of CREST Dematerialised Securities in the open market or otherwise must be effected through an account at the Operator subject to and in accordance with the rules and procedures for the time being of the Operator. Title will pass upon registration of the transfer in the Operator register of eligible debt securities.

## 3. STATUS OF THE W&C SECURITIES AND GUARANTEE

Where the Issuer is BNPP B.V. or BNPP the W&C Securities are unsubordinated and unsecured obligations of the relevant Issuer and rank *pari passu* among themselves.

Where the W&C Securities are issued by BP2F the W&C Securities constitute direct, unconditional, unsubordinated and unsecured and general obligations of the 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 the Issuer.

Where the W&C Securities are issued by BGL the W&C Securities and constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the W&C Securities relating to them shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all other unsecured and unsubordinated indebtedness of the Issuer present and future (other than indebtedness or monetary obligations preferred by mandatory provisions of law).

Where the Issuer is BNPP B.V., the Guarantee is an unsubordinated and unsecured obligation of BNPP and will rank *pari passu* with all its other present and future unsubordinated and unsecured obligations subject to such exceptions as may from time to time be mandatory under French law.

Where the Issuer is BP2F, the BNPPF W&C Securities Guarantee constitutes direct, unconditional, irrevocable, unsubordinated and unsecured obligations of BNPPF 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 BNPPF.

## 4. XXXGUARANTEE

Where the Issuer is BNPP B.V. or BP2F, subject as provided below and in the relevant Guarantee, the relevant Guarantor has unconditionally and irrevocably (a) guaranteed to each Holder all obligations of the Issuer in respect of such Holder's W&C Securities as and when such obligations become due and (b) agreed that if and each time that the Issuer fails to satisfy any obligations under such W&C Securities as and when such obligations become due, the relevant Guarantor will after a demand has been made on the relevant Guarantor pursuant thereto (without requiring the relevant Holder first to take steps against the Issuer or any other person) make or cause to be made such payment or satisfy or cause to be satisfied such obligations as though the relevant Guarantor were the principal obligor in respect of such obligations provided that (i) in the case of Physical Delivery Certificates and, in the case of Physical Delivery Warrants that are Call Warrants, notwithstanding that the Issuer had the right to vary settlement in respect of such Physical Delivery Securities in accordance with Condition 5.3 and exercised such right or failed to exercise such right, the relevant Guarantor will have the right at its sole and unfettered discretion to elect not to deliver or procure delivery of the Entitlement to the Holders of such Physical Delivery Securities, but in lieu thereof, to make payment in respect of each such Physical Delivery Security of an amount determined by the relevant Guarantor in its sole and absolute discretion equal to the Cash Settlement Amount that would have been payable upon exercise (in the case of Warrants) or redemption (in the case of Certificates) of such W&C Securities assuming they were Cash Settled Securities calculated pursuant to the terms of the relevant Final Terms, or in the case of lack of liquidity of the underlying, the fair market value of such W&C Security less the costs of unwinding any underlying related hedging arrangements (the "**Guaranteed Cash Settlement Amount**") and (ii) in the case of W&C Securities where the obligations of the Issuer which fail to be satisfied constitute the delivery of the Entitlement to the Holders, the Guarantor will as soon as practicable following the failure by the Issuer to satisfy its obligations under such W&C Securities deliver or procure delivery of such Entitlement using the method of delivery specified in the applicable Final Terms provided that, if in the opinion of the relevant Guarantor, delivery of the Entitlement using such method is not practicable by reason of (A) a Settlement Disruption Event (as defined in Condition 5.1) or (B) if "Failure to Deliver due to Illiquidity" is specified as applying in the applicable Final Terms, a Failure to Deliver due to Illiquidity (as defined in Condition 15.1), in lieu of such delivery the relevant Guarantor will make payment in respect of each such W&C Security of, in the case of (A) above, the Guaranteed Cash Settlement Amount or, in the case of (B) above, the Failure to Deliver Settlement Price (as defined in Condition 15.2). Any payment of the Guaranteed Cash Settlement Amount or the Failure to Deliver Settlement Price, as the case may be, in respect of a W&C Security shall constitute a complete discharge of the relevant Guarantor's obligations in respect of such W&C Security. Payment of the Guaranteed Cash Settlement Amount as the Failure to Deliver Settlement Price, as the case may be, will be made in such manner as shall be notified to the Holders in accordance with Condition 10.

## 5. GENERAL PROVISIONS RELATING TO SETTLEMENT IN RESPECT OF W&C SECURITIES

5.1 Physical Settlement Disruption

If, in the opinion of the Calculation Agent, delivery of the Entitlement using the method of delivery specified in the applicable Final Terms or such commercially reasonable manner as the Calculation Agent has determined is not practicable by reason of a Settlement Disruption Event (as defined below) having occurred and continuing on any Settlement Date (in the case of Warrants) or Delivery Date (in the case of Certificates), then such Settlement Date or Delivery Date, as the case may be, for such W&C Securities shall be postponed to the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event, provided that the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant W&C Security or in the case of Warrants, if applicable, Unit, as the case may be, by delivering the Entitlement using such other commercially reasonable manner as it may select and in such event the Settlement Date or Delivery Date, as the case may be, shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where

a Settlement Disruption Event affects some but not all of the Relevant Assets comprising the Entitlement, the Settlement Date or Delivery Date, as the case may be, for the Relevant Assets not affected by the Settlement Disruption Event will be the originally designated Settlement Date or Delivery Date, as the case may be.

In the case of Warrants, in the event that a Settlement Disruption Event will result in the delivery on a Settlement Date of some but not all of the Relevant Assets comprising the Entitlement, the Calculation Agent shall determine in its discretion the appropriate *pro rata* portion of the Exercise Price to be paid by the relevant Holder in respect of that partial settlement.

For so long as delivery of the Entitlement is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof, except in the case of U.S. Securities (in which case another price or prices will be specified in the applicable Final Terms), the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant W&C Security or in the case of Warrants, if applicable, Unit, as the case may be, by payment to the relevant Holder of the Disruption Cash Settlement Price (as defined below) on the fifth Business Day following the date that notice of such election is given to the Holders in accordance with Condition 10. Payment of the Disruption Cash Settlement Price will be made in such manner as shall be notified to the Holders in accordance with Condition 10. The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Condition 10 that a Settlement Disruption Event has occurred. No Holder shall be entitled to any payment in respect of the relevant W&C Security or in the case of Warrants, if applicable, Unit, as the case may be, in the event of any delay in the delivery of the Entitlement due to the occurrence of a Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer or the Guarantor (if any).

For the purposes hereof:

"**Disruption Cash Settlement Price**" means, in respect of any relevant W&C Security or in the case of Warrants, if applicable, Unit, as the case may be, the fair market value of such W&C Security or in the case of Warrants, if applicable, Unit, as the case may be (disregarding, where the Settlement Disruption Event affected some but not all of the Relevant Assets comprising the Entitlement and such non-affected Relevant Assets have been duly delivered as provided above, the value of such non-affected Relevant Assets), less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements all as determined by the Issuer in its sole and absolute discretion, plus in the case of Warrants, if applicable and if already paid, the Exercise Price (or, where as provided above some Relevant Assets have been delivered, and a pro rata portion thereof has been paid, such *pro rata* portion);

"**Settlement Business Day**" has the meaning specified in the applicable Final Terms; and

"**Settlement Disruption Event**" means, in the opinion of the Calculation Agent or, if the proviso to Condition 4 applies, the relevant Guarantor, an event beyond the control of the Issuer or, if the proviso to Condition 4 applies, the relevant Guarantor as a result of which the Issuer or the relevant Guarantor, as the case may be, cannot make delivery of the Relevant Asset(s) using the method specified in the applicable Final Terms.

5.2 Failure to Deliver due to Illiquidity

"**Failure to Deliver due to Illiquidity**", if specified as applying in the applicable Final Terms, will be an Optional Additional Disruption Event, as described in Condition 15.1.

5.3 Variation of Settlement

(a) If the applicable Final Terms indicate that the Issuer has an option to vary settlement in respect of the W&C Securities (which, unless otherwise specified, will not apply to U.S. Securities), and subject in the case of

Warrants to a valid exercise of the Warrants in accordance with these Conditions, the Issuer may at its sole and absolute discretion in respect of each such W&C Security or in the case of Warrants, if applicable, Unit, elect not to pay the relevant Holders the Cash Settlement Amount or to deliver or procure delivery of the Entitlement to the relevant Holders, as the case may be, but, in lieu thereof to deliver or procure delivery of the Entitlement or make payment of the Cash Settlement Amount on the Settlement Date (in the case of Warrants) or Redemption Date (in the case of Certificates) to the relevant Holders, as the case may be. Notification of such election will be given to Holders in accordance with Condition 10.

(b) If specified in the applicable Final Terms, and subject in the case of Warrants to a valid exercise of Warrants in accordance with these Conditions, the Issuer shall, in respect of each such W&C Security or in the case of Warrants, if applicable, each Unit, in lieu of delivering or procuring the delivery of the Entitlement to the relevant Holders, make payment of the Cash Settlement Amount on the Settlement Date (in the case of Warrants) or Redemption Date (in the case of Certificates) to the relevant Holders.

5.4 Issuer's Option to Substitute Assets or to pay the Alternate Cash Amount

Following a valid exercise or redemption, as the case may be, of W&C Securities in accordance with these Conditions, the Issuer may, in its sole and absolute discretion in respect of such W&C Securities, if the Calculation Agent determines (in its sole and absolute discretion) that the Relevant Asset or Relevant Assets, as the case may be, comprise(s) shares or interests in ETIs which are not freely tradable, elect either (a) to substitute for the Relevant Asset or the Relevant Assets, as the case may be, an equivalent value (as determined by the Calculation Agent in its sole and absolute discretion) of such other shares or interests in ETIs which the Calculation Agent determines, in its sole and absolute discretion, are freely tradable (the "**Substitute Asset**" or the "**Substitute Assets**", as the case may be) or (b) not to deliver or procure the delivery of the Entitlement or the Substitute Asset or Substitute Assets, as the case may be, to the relevant Holders, but in lieu thereof to make payment to the relevant Holders on the Settlement Date of an amount equal to the fair market value of the Entitlement on the Valuation Date as determined by the Calculation Agent in its sole and absolute discretion by reference to such sources as it considers appropriate (the "**Alternate Cash Amount**"). Notification of any such election will be given to Holders in accordance with Condition 10.

For the purposes hereof, a "**freely tradable**" share or interest in an ETI shall mean (i) with respect to the United States, a share or interest in an ETI, as the case may be, which is registered under the Securities Act or not restricted under the Securities Act and which is not purchased from the issuer of such share or interest in an ETI, as the case may be, and not purchased from an Affiliate of the issuer of such share or interest in an ETI, as the case may be, or which otherwise meets the requirements of a freely tradable share or interest in an ETI, as the case may be, for purposes of the Securities Act, in each case, as determined by the Calculation Agent in its sole and absolute discretion or (ii) with respect to any other jurisdiction, a share or interest in an ETI, as the case may be, not subject to any legal restrictions on transfer in such jurisdiction.

5.5 Commodity Securities shall not be Physical Delivery Securities.

5.6 FX Settlement Disruption Event

If the Settlement Currency specified in the applicable Final Terms is a Relevant Currency, "FX Settlement Disruption" will apply, and:

(i) If on the second Business Day prior to the Disrupted Settlement Date, the Calculation Agent (in its sole and absolute discretion) determines that a FX Settlement Disruption Event has occurred and is subsisting, the Issuer shall give notice (a "**FX Settlement Disruption Notice**") to the Holders in accordance with Condition 10 as soon as reasonably practicable thereafter and, in any event, prior to the due date for payment of the relevant Disrupted Amount as the case may be.

(ii) Following the occurrence of a FX Settlement Disruption Event:

(A) zzzthe 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 calendar days following the Settlement Date, Redemption Date or other scheduled date for payment, as applicable, of the relevant Disrupted Amount (the "**FX Settlement Disruption Cut-off Date**") which, for the avoidance of doubt, may be later than the scheduled Settlement Date or Redemption Date; as the case may be and

(B) (i) in the case of (A)(i) above, the Issuer will pay or cause to be paid the relevant Disrupted Amount, less (except in the case of Italian Listed Securities) FX Settlement Disruption Expenses (if any), in the Settlement Currency or (ii) in the case of (A)(ii) above, in lieu of paying the relevant Disrupted Amount in the Settlement Currency, the Issuer will, subject to sub-paragraph (iii) below, convert the relevant Disrupted Amount into the FX Settlement Disruption Currency (using the FX Settlement Disruption Exchange Rate determined by the Calculation Agent for the relevant Disrupted Settlement Date) and will pay or cause to be paid the relevant Disrupted Amount, less (except in the case of Italian Listed Securities) FX Settlement Disruption Expenses (if any), in the FX Settlement Disruption Currency on the FX Settlement Disruption Cut-off Date;

(iii) If sub-paragraph (ii)(A)(ii) applies, the Calculation Agent will determine the FX Settlement Disruption Exchange Rate in its sole and absolute discretion 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.

(iv) For the avoidance of doubt:

(A) No Interest Period or Premium Amount Period will be adjusted as a result of the postponement of any interest payment or premium amount payment pursuant to this Condition 5.6; and

(B) No additional interest or premium amount will be payable in respect of any postponement of the relevant due date for payment.

(v) For the avoidance of doubt, nothing contained in this Condition 5.6 shall prevent the Issuer from determining that an Additional Disruption Event and/or Optional Additional Disruption Event has occurred, in which case, the provisions of Condition 15 shall prevail in the event of any conflict between this Condition 5.6 and Condition 15.

(vi) For these purposes:

"**Disrupted Amount**" means any Cash Settlement Amount, Interest Amount, Premium Amount or other amount payable;

"**Disrupted Settlement Date**" means the Settlement Date, Redemption Date or any other due date for payment;

"**FX Settlement Disruption Currency**" means USD;

"**FX Settlement Disruption Event**" means the occurrence of an event which makes it unlawful, impossible or otherwise impracticable to pay the relevant Disrupted Amount in the Settlement Currency on the scheduled Settlement Date, Redemption Date or other 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 (iii) 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 Securities 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 in its sole and absolute discretion; 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**"), Chinese Yuan ("**CNY**"), Czech Republic Korun ("**CZK**"), Danish Kroner ("**DKK**"), Great British Pounds ("**GBP**"), Ghanian Cedis ("**GHS**"), Hong Kong Dollars ("**HKD**"), Croatian Kuna ("**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 Kronor ("**SEK**"), Singaporean Dollars ("**SGD**"), Thai Baht ("**THB**"), Tunisian Dinars ("**TND**"), Turkish Lire ("**TRY**") and South African Rand ("**ZAR**").

## 6. GENERAL

None of the Issuers, the Guarantor (if applicable), the Calculation Agent, the Euroclear Registrar (if applicable) and any Security Agent shall have any responsibility for any errors or omissions in the calculation of any Cash Settlement Amount or of any Entitlement unless, in the case of Italian Listed Securities, such errors or omissions are due to its own wilful misconduct or gross negligence.

The purchase of W&C Securities does not confer on any Holder of such W&C Securities any rights (whether in respect of voting, distributions or otherwise) attaching to any Relevant Asset.

## 7. ILLEGALITY AND FORCE MAJEURE

7.1 Illegality

If the Issuer determines that the performance of its obligations under the W&C Securities has become illegal in whole or in part for any reason, the Issuer may, in the case of Warrants, cancel, or in the case of Certificates, redeem all but not some only of the W&C Securities by giving notice to Holders in accordance with Condition 10.

If the Issuer cancels or redeems, as the case may be, the W&C Securities then the Issuer will, if and to the extent permitted by applicable law, and except as may be limited in the case of U.S. Securities, pay an amount to each Holder in respect of each W&C Security, or in the case of Warrants, if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Holder, which amount shall be equal to the fair market value of a W&C Security or Unit, as the case may be, notwithstanding such illegality less, except in the case of Italian Listed Securities, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements plus, in the case of Warrants, if applicable and if already paid by or on behalf of the Holder, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Payment will be made in such manner as shall be notified to the Holders in accordance with Condition 10.

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

7.2 Force Majeure

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 W&C Securities and/or any related hedging arrangements, the Issuer may, in the case of Warrants, cancel, or in the case of Certificates, redeem the W&C Securities by giving notice to Holders in accordance with Condition 10.

If the Issuer cancels or redeems, as the case may be, the W&C Securities then the Issuer will, if and to the extent possible or practicable, pay an amount (if any) to each Holder in respect of each W&C Security, or in the case of Warrants, if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Holder, which amount shall be equal to the fair market value (if any) of a W&C Security or Unit, as the case may be, taking into account such force majeure or act of state less, except in the case of Italian Listed Securities, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements plus, in the case of Warrants, if applicable and if already paid by or on behalf of the Holder, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Any payment will be made in such manner as shall be notified to the Holders in accordance with Condition 10.

## 8. PURCHASES

8.1 Purchase and cancellation by BNPP B.V. and BP2F in respect of any W&C Securities and by BNPP in respect of Warrants

The Issuer may, but is not obliged to, at any time purchase W&C Securities at any price in the open market or by tender or private treaty. In the case of BNPP B.V., BP2F or BGL, any W&C Securities or, in the case of BNPP, any Warrants so purchased may be held or resold or surrendered for cancellation, provided however, that W&C Securities so purchased may only be resold pursuant to an exemption from the registration requirements of the Securities Act provided by Rule 144A, Regulation S or otherwise thereunder and, in the case of a purchase or cancellation of W&C Securities that are CREST Dematerialised Securities, such securities must be transferred to the Euroclear Registrar for cancellation.

8.2 Purchase by BNPP in respect of Certificates

The Issuer may, but is not obliged to, at any time purchase Certificates at any price in the open market or by tender or private treaty.

Certificates so purchased by the Issuer may be held or resold in accordance with applicable laws and regulations for the purpose of enhancing the liquidity of the Certificates, or cancelled.

8.3 Cancellation by BNPP in respect of Certificates

All Certificates which are purchased for cancellation by the Issuer will forthwith be cancelled and accordingly may not be re-issued or resold.

## 9. SECURITY AGENTS, REGISTRAR, DETERMINATIONS, MEETINGS PROVISIONS AND MODIFICATIONS

9.1 Security Agents and Registrar

The specified offices of each of the Security Agents and the Registrar are as set out at the end of these Terms and Conditions.

Each of the Issuer and the Guarantor, if any, reserves the right at any time to vary or terminate the appointment of any Security Agent or the Registrar and to appoint further or additional Security Agents or a further or additional Registrar, provided that no termination of appointment of the Security Agent or the Registrar, as the case may be, shall become effective until a replacement Security Agent or a replacement Registrar, as the case may be, shall have been appointed and provided that, so long as any of the W&C Securities are listed on a stock exchange or are admitted to trading by another relevant authority, there shall be a Security Agent having a specified office in each location required by the rules and regulations of the relevant stock exchange or other relevant authority and, if the W&C Securities are Registered Securities, there shall be a Registrar. So long as any of the W&C Securities are Private Placement Definitive Securities, there shall be a Definitive Security Agent, and so long as any of the W&C Securities are represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, there shall be a New York Security Agent. For so long as any of the W&C Securities are CBF Warrants or CBF Certificates there shall be a Frankfurt Warrant Agent and a Frankfurt Certificate Agent, respectively. Notice of any termination of appointment and of any changes in the specified office of any of the Security Agents or the Registrar will be given to Holders in accordance with Condition 10. In acting under the Agency Agreement, the Security Agent and the Registrar act solely as agents of the Issuer and the Guarantor, if any, and do not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders and any determinations and calculations made in respect of the W&C Securities by the Security Agent or the Registrar shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Guarantor, if any, and the respective Holders.

In the case of CREST Dematerialised Securities, BNPP B.V. is entitled to vary or terminate the appointment of the Euroclear Registrar, provided that (a) there will at all times be a Euroclear Registrar and (b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Euroclear Registrar with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority. In acting under the Euroclear Agreement, the Euroclear Registrar acts solely as agent of BNPP B.V. as Issuer and BNPP as Guarantor and does not assume any obligation to, or relationship of agency or trust with the Holders.

In the case of Swedish Dematerialised Securities the relevant Issuer is entitled to vary or terminate the appointment of the Swedish Security Agent, provided that it appoints another Swedish Security Agent that is duly authorised under the SFIA Act as an account operator.

In the case of Finnish Dematerialised Securities the relevant Issuer is entitled to vary or terminate the appointment of the Finnish Security Agent, provided that it appoints another Finnish Security Agent, that is duly authorised under the Finnish Act on the Book-Entry System and Clearing (*Fin. laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (749/2012)) as an account operator.

In the case of Danish Dematerialised Securities the relevant Issuer is entitled to vary or terminate the appointment of the Danish Security Agent, provided that it appoints another Danish Security Agent that is duly authorised under the Danish Securities Trading Act as an account operator.

9.2 Calculation Agent

In relation to each issue of W&C Securities, the Calculation Agent (whether it be BNP Paribas, BNP Paribas Arbitrage S.N.C. or another entity) acts solely as agent of the Issuer and the Guarantor, if any, and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. All calculations and determinations made in respect of the W&C Securities by the Calculation Agent shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Guarantor, if any, and the Holders. Because the Calculation Agent may be an Affiliate of the Issuer, potential conflicts of interest may exist between the Calculation Agent and the Holders, including with respect to certain determinations and judgments that the Calculation Agent must make.

The Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

9.3 Determinations by the Issuer and the Guarantor

Any determination made by the Issuer or the Guarantor, if any, pursuant to these Terms and Conditions shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Guarantor, if any, and the Holders.

9.4 Meetings of Holders

(a) English Law Securities

The Agency Agreement or, (in the case of the CREST Dematerialised Securities) the Euroclear Agreement contains provisions for convening meetings of the Holders of English Law Securities to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement or, (in the case of CREST Dematerialised Securities) the Euroclear Agreement) of a modification of the Terms and Conditions or the Agency Agreement or, (in the case of CREST Dematerialised Securities) the Euroclear Agreement. At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the meeting is held) specifying the date, time and place of the meeting shall be given to Holders. Such a meeting may be convened by the Issuer, the Guarantor, if any, or Holders holding not less than 5 per cent. (by number) of the W&C Securities for the time being, in the case of Warrants, remaining unexercised or, in the case of Certificates, outstanding. The quorum at a meeting of the Holders (except for the purpose of passing an Extraordinary Resolution) will be two or more persons holding or representing not less than 20 per cent. (by number) of W&C Securities, in the case of Warrants, for the time being remaining unexercised or, in the case of Certificates, outstanding, or at any adjourned meeting two or more persons being or representing Holders whatever the number of English Law Securities so held or represented. The quorum at a meeting of Holders for the purpose of passing an Extraordinary Resolution will be two or more persons holding or representing not less than 50 per cent. (by number) of the W&C Securities, in the case of Warrants, for the time being remaining unexercised or, in the case of Certificates, outstanding, or at any adjourned meeting two or more persons being holding or representing not less than 10 per cent. (by number) of the W&C Securities for the time being remaining unexercised or outstanding, as the case may be. A resolution will be an

Extraordinary Resolution when it has been passed at either (i) a duly convened meeting by not less than three fourths of the votes cast by Holders at such meeting who, being entitled to do so, vote in person or by proxy or (ii) consent given by way of electronic consents through the relevant clearing system(s) or CREST, as applicable, (in a form satisfactory to the Principal Security Agent or Registrar, as applicable, or, in the case of CREST Dematerialised Securities, the Euroclear Registrar) by or on behalf of persons representing not less than 75 per cent. (by number) of the W&C Securities, in the case of Warrants, for the time being remaining unexercised or, in the case of Certificates, outstanding. An Extraordinary Resolution passed by the Holders will be binding on all the Holders, whether or not they are present at any meeting and whether or not they voted on the resolution, except, in the case of Warrants, for those Warrants remaining unexercised but for which an Exercise Notice shall have been received as described in Condition 25 prior to the date of the meeting or the final date on which electronic consents may be submitted through the clearing system(s) or CREST, as applicable. Warrants which have not been exercised but in respect of which an Exercise Notice has been received as described in Condition 25 will not confer the right to attend or vote at, or join in convening, or be counted in the quorum for, any meeting of the Holders. Resolutions can be passed in writing if passed unanimously.

(b) French Law Securities

If the relevant Final Terms specify that Holders will be grouped automatically for the defence of their common interests constituting a separate legal body called *masse* (the ***Masse***), the *Masse* will be governed by the provisions of Articles L.228-46 *et seq* of the French *Code de commerce* subject to the provisions of sub-paragraph (i) below.

If the relevant Final Terms specify that Holders shall not be grouped in a *Masse*, a general meeting of Holders (the **General Meeting**) may be convened to consider some matters relating to any series of French Law Securities as provided hereunder in sub-paragraphs (ii) to (v) below.

(i) Representation

If the provisions of the *Masse* are specified as applicable in the applicable Final Terms, the below provisions will apply:

The names and addresses of the initial Representative of the *Masse* and its alternate will be set out in the relevant Final Terms. The Representative appointed in respect of the first tranche of any series of French Law Securities will be the representative of the single *Masse* of all Tranches in such Series.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the relevant Final Terms.

In the event of death, retirement or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of the death, retirement or revocation of appointment of the alternate Representative, an alternate will be elected by the general meeting of the Holders.

The place where a general meeting shall be held will be set out in the notice convening such general meeting.

If the provisions of the *Masse* are specified as not applicable in the applicable Final Terms, Holders shall not be represented by any representative of such body.

(ii) Powers of the General Meetings

The General Meeting is empowered to deliberate on any proposal relating to any matter affecting the interests of the Holders of the French Law Securities and their rights, actions and benefits which now or in the future may accrue with respect to the French Law Securities, including the:

(A) power to agree to any modification of the French Law Securities including but not limited to, a modification of the Exercise Price (in the case of Warrants), Exercise Period (in the case of Warrants), Cash Settlement Amount, Entitlement, Expiration Date (in the case of Warrants), Redemption Date (in the case of Certificates), Settlement Date or more generally the modification of any term which can affect the amount to be paid under a French Law Security or the scheduled payment date, which is proposed by the Issuer;

(B) power to give any authority or approval which under the provisions of this Condition 9.4(b) is required to be given by a resolution of the General Meeting;

(C) power to appoint any persons (whether Holders or not) to a committee or committees to confer upon any such committee or committees any powers or discretions which the Holders could themselves exercise by a resolution of the General Meeting; and

(D) power to approve any contractual compromise or arrangement proposed to be made between the Issuer and the relevant Holders in respect of the rights of the Holders against the Issuer or against any of its property.

It is specified, however, that a General Meeting may not:

I. appoint any person as the representative of the Holders of any series for all actions intended to defend the common interests of the Holders, and particularly to bring any court or arbitration action or proceedings, against the Issuer or any Agent; and

II. agree on (a) any modification of the majority required to pass a resolution of the General Meeting, (b) any proposal relating to a change in the Issuer's corporate purpose or status, (c) any proposal for a settlement or a transaction concerning disputed rights or rights in respect of which court decisions have been handed down, or (d) proposals to merge or demerge the Issuer.

Any resolution passed at a General Meeting of the Holders of a series of French Law Securities, duly convened and held in accordance with the provisions of this Condition, shall be binding upon all the Holders of such series of French Law Securities whether present or not present at the meeting and whether or not voting and each of them shall be bound to give effect to the resolution accordingly and the passing of any resolution shall be conclusive evidence that the circumstances justify its passing.

General Meetings may deliberate validly on first convocation only if Holders present or represented hold at least a fifth of the French Law Securities then, in the case of Warrants, remaining unexercised or, in the case of Certificates, outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-third majority of votes cast by Holders attending such General Meetings or represented thereat.

Decisions of General Meetings must be published in accordance with the provisions set forth in Condition 10 by the Issuer within 14 calendar days of the result being known provided that non-publication shall not invalidate the resolution.

(iii) Convening and holding of the General Meeting

The General Meeting shall be convened by an authorised representative of the Issuer or by the liquidators or natural or physical persons performing equivalent functions during any possible winding-up or equivalent insolvency period and held, all with the same formal and deadline conditions as the shareholders' meetings of the Issuer including the provisions of Articles R. 225-66, R. 225-95, R. 225-101, R. 225-106 and R. 225-107 but excluding the provisions of Articles R. 225-72 to R. 225-74 of the French *Code de commerce*.

Any meeting unduly convened may be cancelled. However, the action to cancel this shall not be admissible when all the Holders of the relevant series are present or represented.

The day, time and place of the meeting and agenda of a meeting are determined at its discretion by the person convening it. However, one or more Holders holding at least one thirtieth of the relevant series of French Law Securities then, in the case of Warrants, remaining unexercised or, in the case of Certificates, outstanding are entitled to require that draft resolutions be placed on the agenda. Such resolutions are placed on the agenda and put to the vote by the chairman of the meeting. The meeting shall not deliberate on an item which is not placed on the agenda. The agenda for the meeting may be amended on a second convening.

The meeting shall be chaired by a representative of the Issuer.

An attendance sheet is kept for each meeting. The decisions taken at each meeting are recorded in minutes signed by the members of the committee which are entered in a special register kept at the registered office of the Issuer. The elements that must be included in the attendance sheet and the minutes are the same as with respect to the shareholders' meetings of the Issuer.

All Holders of the relevant series of French Law Securities are entitled to participate in the meeting or to be represented at it by the representative of their choice. Any Holder may vote by correspondence with the same formal and deadline conditions as the shareholders' meetings of the Issuer. Any contrary provision in the articles of association is deemed not to exist. When the quorum is calculated, only voting forms received by the Issuer before the date of the meeting in the manner and within the time limits being the same as for the shareholders' meetings of the Issuer shall be included in such calculation. Forms which do not indicate a voting intention or which express an abstention are treated as negative votes. If the articles of association of the Issuer so provide, Holders who participate in the meeting via videoconferencing or via a telecommunications medium which permits their identification are deemed to be present for calculation of the quorum and the majority.

The rights of each Holder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such Holder on the third business day in Paris preceding the date set for the meeting of the relevant General Meeting at 00.00, Paris time. The voting right in General Meetings shall belong to the bare owner (*nu-propriétaire*) of the relevant French Law Securities. Each French Law Security shall confer the right to one vote.

Holders shall not be allowed individually to exercise control over the operations of the Issuer or to request notification of Issuer documents.

(iv) Information to Holders

Each Holder will have the right, during the 15-day period preceding the holding of the relevant General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the General Meeting, all of which will be available for

inspection by the relevant Holders at the registered office of the Issuer, at the specified offices of any of the Security Agents during usual business hours and at any other place specified in the notice of the General Meeting. The relevant Holders shall at all times have the same right with regard to the minutes and attendance sheets of the said General Meeting.

(v) Expenses

The Issuer will pay all expenses relating to the calling and holding of General Meetings and, more generally, all administrative expenses resolved upon by the General Meeting.

In the case of Certificates, it is expressly stipulated that no expenses may be imputed against interest payable under the Certificates.

9.5 Modifications

The Issuer may modify these Terms and Conditions and/or the Agency Agreement without the consent of the Holders (but in the case of Swedish Dematerialised Securities, with the consent of Euroclear Sweden, in the case of Finnish Dematerialised Securities, with the consent of Euroclear Finland and, in the case of Danish Dematerialised Securities, with the consent of VP Denmark) in any manner which the Issuer may deem necessary or desirable provided that such modification is not materially prejudicial to the interests of the Holders or such modification is of a formal, minor or technical nature or to cure, correct or supplement a manifest or proven error or to cure, correct or supplement any defective provision contained herein and/or therein or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated. Notice of any such modification will be given to the Holders in accordance with Condition 10 but failure to give, or non-receipt of, such notice will not affect the validity of any such modification.

## 10. NOTICES

All notices to Holders shall be valid if:

(a) (i) in the case of Clearing System Securities (other than W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, Italian Listed Securities or Euroclear France Securities listed on Euronext Paris and W&C Securities issued and cleared through Iberclear and listed on the Madrid Stock Exchange), Registered Certificates represented by a Registered Global Certificate and Italian Dematerialised Securities, delivered to the relevant Clearing System (in the case of English Law Securities), or to the relevant Account Holder (in the case of French Law Securities) for communication by them to the Holders;

(i) in the case of W&C Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC, to DTC for communication by it to the Holders and any such notices shall be conclusively presumed to have been received by the Holders;

(ii) in the case of Clearing System Securities which are Italian Listed Securities or Euroclear France Securities listed on Euronext Paris, published by Borsa Italiana S.p.A., or Euronext Paris, as the case may be and in the case of OET Certificates, published on the "Certificate" website of the Issuer ("www.produitsde bourse.bnpparibas.fr") or other website of the Issuer as may be notified to Holders;

(iii) in the case of W&C Securities issued and cleared through Iberclear and listed on the Madrid Stock Exchange, published by the Madrid Stock Exchange or, if applicable, in the manner specifically provided by Spanish law and regulations for the relevant notice, as the case may be;

(iv) in the case of W&C Securities represented by Private Placement Definitive Securities, mailed to their registered addresses appearing in the Private Placement Register;

(v) in the case of Registered Warrants or Registered Certificates in definitive form, mailed to their registered addresses appearing in the Register;

(vi) in the case of Swedish Dematerialised Securities, mailed by Euroclear Sweden in accordance with the SFIA Act and the Euroclear Sweden rules;

(vii) in the case of Finnish Dematerialised Securities, mailed to a Holder on the address registered for such Holder in the Euroclear Finland Register maintained by Euroclear Finland in accordance with the rules of Euroclear Finland;

(viii) in the case of Danish Dematerialised Securities, mailed by VP Denmark in accordance with the provisions of the Danish Securities Trading Act and the VP Denmark rules; or

(ix) in the case of CREST Dematerialised Securities, mailed to the Holder at the address of the Holder appearing in the Record on the second Business Day prior to despatch of such notice, by first class post or, if such address is not in the United Kingdom, by airmail post (any such notice to be delivered or sent at the risk of the relevant Holder); and

(b) for so long as the W&C Securities are listed on a stock exchange or are admitted to trading by another relevant authority, in accordance with the rules and regulations of the relevant stock exchange or other relevant authority (in the case of Italian Dematerialised Securities that are Italian Listed Securities, such notices shall be published by Borsa Italiana S.p.A.). If the W&C Securities are listed and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange or the Official List of the Luxembourg Stock Exchange, and so long as the rules of the Luxembourg Stock Exchange so require, notices shall be made available on the website of the Luxembourg Stock Exchange (www.bourse.lu). Any such notice shall be deemed to have been given on the second Business Day following such delivery or, if earlier, the date of such publication or, if published more than once, on the date of the first such publication.

## 11. EXPENSES AND TAXATION

11.1 A Holder must pay all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising from the exercise and settlement (in the case of Warrants or Exercisable Certificates) or redemption (in the case of Certificates) of the W&C Securities and/or the delivery or transfer of the Entitlement (as applicable) pursuant to the terms of such W&C Securities ("**Security Expenses**") relating to such W&C Securities as provided above.

11.2 The Issuer shall deduct from amounts payable or from assets deliverable to Holders all Related Expenses, not previously deducted from amounts paid or assets delivered to Holders, as the Calculation Agent shall in its sole and absolute discretion determine are attributable to the W&C Securities.

For the avoidance of doubt, the Issuer shall not be liable for any Related Expenses and Holders shall be liable to pay the Related Expenses attributable to their W&C Securities.

"**Expenses**" means Security Expenses and any Related Expenses.

"**Related Expenses**" means (a) all present, future, prospective, contingent or anticipated Taxes which are (or may be) or were (or may have been) withheld or payable under the laws, regulations or administrative practices of any state (or any political sub-division or authority thereof or therein) and (b) any other present,

future, or contingent expenses (including without limitation, any applicable depositary charges, transaction charges, issue registration, securities transfer or other expenses) which are (or may be) or were (or may have been) payable, in each case in respect of or in connection with:

(a) the issue, transfer or enforcement of the W&C Securities;

(b) any payment (or delivery of assets) to Holders;

(c) a person or its agent's assets or any rights, distributions of dividends appertaining to such assets (had such an investor (or agent) purchased, owned, held, realised, sold or otherwise disposed of assets) in such a number as the Calculation Agent, in its sole and absolute discretion, may determine to be appropriate as a hedge or related trading position in connection with the W&C Securities; or

(d) any of the Issuer's (or any Affiliates') other hedging arrangements in connection with the W&C Securities.

"**Taxes**" means taxes, levies, imposts, duties, deductions, withholdings, assessments or other charges (including any stamp, registration or transfer tax, duty or other charge or tax on income, payments (or delivery of assets), profits, capital gains, or, for the avoidance of doubt, any withholding or deduction required pursuant to an agreement described in 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 any law implementing an intergovernmental approach thereto) together with any interest, additions to tax or penalties.

## 12. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of Holders to create and issue further W&C Securities having terms and conditions the same as the W&C Securities or terms and conditions which are the same in all respects save for the Issue Date, Issue Price, the amount and date of the first interest payment thereon (if any) and/or the date from which interest (if any) starts to accrue, such further W&C Securities being consolidated and forming a single series with the outstanding W&C Securities.

## 13. SUBSTITUTION OF THE ISSUER OR THE GUARANTOR

13.1 W&C Securities issued by BNPP or BNPP B.V.

Except in the case of U.S. Securities, the Issuer, or any previous substituted company may, at any time, without the consent of the Holders, substitute for itself as principal obligor under the W&C Securities any company (the "**Substitute**"), being the Issuer or any other company, subject to:

(a) where the Issuer is BNPP B.V. and the Substitute is not BNPP, BNPP unconditionally and irrevocably guaranteeing in favour of each Holder the performance of all obligations by the Substitute under the W&C Securities;

(b) all actions, conditions and things required to be taken, fulfilled and done to ensure that the W&C Securities represent legal, valid and binding obligations of the Substitute having been taken, fulfilled and done and being in full force and effect;

(c) the Substitute becoming party to the Agency Agreement or, where BNPP B.V. is the Issuer and the W&C Securities are CREST Dematerialised Securities, the Euroclear Agreement, (unless the Substitute is already a party to the Agency Agreement or the Euroclear Agreement, as applicable) with any appropriate consequential amendments, as if it had been an original party to it;

(d) each stock exchange on which the W&C Securities are listed having confirmed that, following the proposed substitution of the Substitute, the W&C Securities will continue to be listed on such stock exchange and in the case of Swedish Dematerialised Securities, Euroclear Sweden, in the case of Finnish Dematerialised Securities, Euroclear Finland, or, in the case of Danish Dematerialised Securities, VP Denmark, has consented to such substitution (such consent not to be unreasonably withheld or delayed);

(e) if appropriate, the Substitute having appointed a process agent as its agent in England (in the case of English Law Securities) or France (in the case of French Law Securities) to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the W&C Securities; and

(f) the Issuer having given at least 30 days' prior notice of the date of such substitution to the Holders in accordance with Condition 10.

13.2 W&C Securities issued by BNPP B.V.

Except in the case of U.S. Securities, where the Issuer is BNPP B.V., BNPP or any previous substituted company may, at any time, without the consent of the Holders, substitute for itself as guarantor in respect of the W&C Securities any company (the "**Substitute BNPP Guarantor**"), being BNPP or any other company, subject to:

(a) the creditworthiness of the Substitute BNPP Guarantor at such time being at least equal to the creditworthiness of BNPP (or of any previous substitute under this Condition), as determined by the Calculation Agent in its sole and absolute discretion 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 BNPP Guarantor or, as the case may be, to BNPP (or to any previous substitute under this Condition);

(b) the Substitute BNPP Guarantor having entered into a guarantee (the "**Substitute BNPP Guarantee**") in respect of the W&C Securities in substantially the same form as the relevant BNPP Guarantee 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 BNPP Guarantor shall undertake in favour of each Holder to be bound by these Terms and Conditions, the provisions of the Agency Agreement or, in the case of CREST Dematerialised Securities, the Euroclear Agreement as fully as if the Substitute BNPP Guarantor had been named in these Terms and Conditions, the Documents, the Agency Agreement or the Euroclear Agreement as the guarantor in respect of the W&C Securities in place of BNPP (or of any previous substitute under this Condition);

(c) the Substitute BNPP 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 W&C Securities remain, in the case of Warrants, unexercised or, in the case of Certificates, outstanding and for so long as any claim made against the Substitute BNPP Guarantor or the Issuer by any Holder in relation to the W&C Securities, the Substitute BNPP Guarantee or the Documents shall not have been finally adjudicated, settled or discharged;

(d) each stock exchange on which the W&C Securities are listed having confirmed that following the proposed substitution of the Substitute BNPP Guarantor (or of any previous substitute under this Condition) it will continue to list the W&C Securities and in the case of Swedish Dematerialised

Securities, Euroclear Sweden, or in the case of Finnish Dematerialised Securities, Euroclear Finland, or, in the case of Danish Dematerialised Securities, VP Denmark, has consented to such substitution (such consent not to be unreasonably withheld or delayed);

(e) if appropriate, the Substitute BNPP Guarantor having appointed a process agent as its agent in England (in the case of English Law Securities) or France (in the case of French Law Securities) to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the W&C Securities or the Substitute BNPP Guarantee; and

(f) BNPP (or any previous substitute under this Condition) having given at least 30 days' prior notice of the date of such substitution to the Holders in accordance with Condition 10.

Notwithstanding the foregoing, in the case of Italian Listed Securities BNPP may not be substituted as guarantor in respect of such W&C Securities.

13.3 W&C Securities issued by BP2F

In the case of W&C Securities issued by BP2F or any previously substituted company, the Issuer, or any previous substituted company, may at any time, without the consent of the Holders, substitute for itself as principal debtor under the W&C Securities any company (the "**BP2F Substitute**") which is the BNPPF Guarantor or a subsidiary of the BNPPF Guarantor, provided that no payment in respect of the W&C Securities is at the relevant time overdue.

The substitution shall be made by a deed poll (the "**Deed Poll**"), in such form as may be agreed between BP2F and the BP2F Substitute and may take place only if:

(i) the BP2F Substitute shall, by means of the Deed Poll, agree to indemnify each Holder 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 BP2F Substitute's residence for tax purposes and, if different, of its incorporation with respect to any W&C Security 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 BP2F Substitute is not the BNPPF Guarantor, the obligations of the BP2F Substitute under the Deed Poll and the W&C Securities shall be unconditionally and irrevocably guaranteed by the BNPPF 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 W&C Securities represent valid, legally binding and enforceable obligations of the BP2F Substitute and, in the case of the Deed Poll (where the BP2F Substitute is not the BNPPF Guarantor), of the BNPPF Guarantor have been taken, fulfilled and done and are in full force and effect;

(iv) the BP2F 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 Holders shall have been delivered to them (care of the Agent) from a lawyer or firm of lawyers with a leading securities practice in each jurisdiction referred to in (i) above and in England as to the fulfilment of the preceding conditions of this paragraph 13.3 and the other matters specified in the Deed Poll; and

(vi) the Issuer shall have given at least 14 days' prior notice of such substitution to the Holders 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 Holders of Securities, will be available for inspection at the specified offices of each of the Paying Agents.

The Issuer and the BP2F Substitute shall comply with the relevant rules and regulations of any competent authority, stock exchange and/or quotation system on which the W&C Securities are admitted to listing, trading and/or quotation.

Notwithstanding the foregoing, in the case of Italian Listed Securities BNPPF may not be substituted as guarantor in respect of such W&C Securities.

13.4 W&C Securities issued by BGL

In the case of W&C Securities issued by BGL or any previously substituted company, the Issuer, or any previous substituted company, may at any time, without the consent of the Holders of Securities, substitute for itself as principal debtor under the W&C Securities any subsidiary branch or affiliate of the Issuer or the successor company of the Issuer or jointly and severally one or more companies to whom the Issuer has transferred all of its assets and business undertakings (in each case the "**BGL Substitute**") provided that no payment in respect of the W&C Securities is at the relevant time overdue, no steps have been taken to admit the Issuer to a regime of suspension of payments (*sursis de paiement*) and (except in the case of a solvent reorganisation or amalgamation) no judgment has been rendered or an effective voluntary resolution has been passed for the dissolution and liquidation of the Issuer. Such substitution effected in accordance with this Condition 13.4 will release the Issuer or any previous substituted company and the Holders of Securities expressly consent hereto. The substitution shall be made by a deed poll (the "**Deed Poll**") in such form as may be agreed between BGL and the BGL Substitute and may take place only if:

(a) the BGL Substitute, by means of the Deed Poll, agrees to indemnify each Holder of Securities against any tax, duty, assessment, withholding, deduction or governmental charge which is imposed on it by (or by any taxing authority in or of) the jurisdiction of the country of the BGL Substitute's residence for tax purposes and, if different, of its incorporation with respect to any W&C Security 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;

(b) unless the BGL Substitute is the successor company of the Issuer or one or more companies to whom the Issuer has transferred all of its assets and business undertakings each of whom are to be jointly and severally liable as principal debtor, the obligations of the BGL Substitute under the Deed Poll and the W&C Securities are unconditionally and irrevocably guaranteed by the Issuer or its successor or each of the companies to whom together the Issuer has transferred all of its assets and business undertakings (each a "**Guarantor**") by means of a guarantee substantially in the form as may be agreed between BGL and the BGL Substitute (the "**Guarantee**");

(c) all actions, 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 W&C Securities represent valid, legally binding and enforceable obligations of the BGL Substitute and, in the case of the Guarantee, of the Guarantor have been taken, fulfilled and done and are in full force and effect;

(d) the BGL Substitute has become party to the Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it;

(e) legal opinions addressed to the Holders have been delivered to them (care of the Agent) from a lawyer or a firm of lawyers with a leading securities practice in each jurisdiction referred to in (a) above as to the fulfilment of the preceding conditions of this Condition 13.4 and the other matters specified in the Deed Poll;

(f) the substitution does not affect adversely the rating of the W&C Securities by Moody's France SAS, Standard & Poor's Credit Market Services France SAS and Fitch France SAS or, if any such rating agency does not exist at the relevant time, any two existing internationally recognised rating agencies; and

(g) the Issuer has given at least 14 days' prior notice of such substitution to the Holders, stating that copies of all documents (in draft or final form) in relation to the substitution which are referred to above, or which might otherwise reasonably be regarded as material to Holders of Securities, will be available for inspection at the specified office of each of the Paying Agents.

13.5 Where the Issuer is BP2F, BNPPF or any previous substituted company may, at any time, without the consent of the Holders, substitute for itself as guarantor in respect of the W&C Securities any company (the "**Substitute BNPPF Guarantor**"), being BNPPF or any other company, subject to:

(a) the creditworthiness of the Substitute BNPPF 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 in its sole and absolute discretion 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 BNPPF Guarantor or, as the case may be, to BNPPF (or to any previous substitute under this Condition);

(b) the Substitute BNPPF Guarantor having entered into a guarantee (the "**Substitute BNPPF W&C Securities Guarantee**") in respect of the W&C Securities in substantially the same form as the BNPPF W&C Securities Guarantee 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 BNPPF Guarantor shall undertake in favour of each Holder to be bound by these Terms and Conditions and the provisions of the Agency Agreement as fully as if the Substitute BNPPF Guarantor had been named in these Terms and Conditions, the Documents and the Agency Agreement as the guarantor in respect of the W&C Securities in place of BNPPF (or of any previous substitute under this Condition);

(c) the Substitute BNPPF W&C Securities 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 W&C Securities remain, in the case of Warrants, unexercised or, in the case of Certificates, outstanding and for so long as any claim made against the Substitute BNPPF Guarantor or the Issuer by any Holder in relation to the W&C Securities, the Substitute BNPPF W&C Securities Guarantee or the Documents shall not have been finally adjudicated, settled or discharged;

(d) each stock exchange on which the W&C Securities are listed having confirmed that following the proposed substitution of the Substitute BNPPF Guarantor (or of any previous substitute under this Condition) it will continue to list the W&C Securities and in the case of Swedish Dematerialised Securities, Euroclear Sweden, or in the case of Finnish Dematerialised Securities, Euroclear Finland, or, in the case of Danish Dematerialised Securities, VP Denmark, has consented to such substitution (such consent not to be unreasonably withheld or delayed);

(e) if appropriate, the Substitute BNPPF Guarantor having appointed a process agent as its agent in England (in the case of English Law Securities) or France (in the case of French Law Securities) to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the W&C Securities or the Substitute BNPPF W&C Securities Guarantee; and

(f) BNPPF (or any previous substitute under this Condition) having given at least 30 days' prior notice of the date of such substitution to the Holders in accordance with Condition 10.

## 14. GOVERNING LAW

14.1 English Law Securities

(a) The English Law Securities (including Swedish Dematerialised Securities, Italian Dematerialised Securities, Swiss Securities, Danish Dematerialised Securities and Finnish Dematerialised Securities), the English Law Agency Agreement, the Euroclear Agreement, the BNPP English Law W&C Guarantee and the BNPPF W&C Securities Guarantee and any non-contractual obligations arising out of or in connection with the English Law Securities (including Swedish Dematerialised Securities, Italian Dematerialised Securities, Swiss Securities, Danish Dematerialised Securities and Finnish Dematerialised Securities), the English Law Agency Agreement, the Euroclear Agreement, the BNPP English Law W&C Guarantee and the BNPPF W&C Securities Guarantee are governed by, and shall be construed in accordance with, English law.

(b) The courts of England shall have jurisdiction to settle all disputes which may, directly or indirectly, arise out of or in connection with the English Law Securities (including Swedish Dematerialised Securities, Italian Dematerialised Securities, Swiss Securities, Danish Dematerialised Securities and Finnish Dematerialised Securities), the English Law Agency Agreement, the Euroclear Agreement, the BNPP English Law W&C Guarantee and the BNPPF W&C Securities Guarantee including any disputes relating to any non-contractual obligations arising out of or in connection with the English Law Securities (including Swedish Dematerialised Securities, Italian Dematerialised Securities, Swiss Securities, Danish Dematerialised Securities and Finnish Dematerialised Securities), the English Law Agency Agreement, the Euroclear Agreement, the BNPP English Law W&C Guarantee and the BNPPF W&C Securities Guarantee (a "**Dispute**") and each of the Issuer and the Guarantor submits and each Holder (by its acquisition of a W&C Security) is deemed to submit to the jurisdiction of the English courts. For the purposes of this Condition, each of the Issuer and the Guarantor waives and each Holder (by its acquisition of a W&C Security) is deemed to waive any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute. Notwithstanding this, (i) with respect to Finnish Dematerialised Securities, the registration and transfer of the Finnish Dematerialised Securities in Euroclear Finland's system for the registration of financial instruments shall be governed by, and shall be construed in accordance with, Finnish law and (ii) with respect to Italian Dematerialised Securities, the registration and transfer of the Italian Dematerialised Securities in Monte Titoli shall be governed by, and shall be construed in accordance with, Italian law.

(c) Each Issuer and Guarantor hereby appoints BNP Paribas, London branch, currently of 10 Harewood Avenue, London NW1 6AA (Attention: the Loan Administration Department), as its agent in England to receive service of process in any proceedings in England relating to the English Law Securities, the BNPP English Law W&C Guarantee and the BNPPF W&C Securities Guarantee, as the case may be. If for any reason such process agent ceases to act as such or no longer has an address in England, each Issuer and Guarantor agrees to appoint a substitute process agent and to notify the Holders of English Law Securities of such appointment. Nothing in these provisions shall affect the right to serve process in any other manner permitted by law.

(d) WITHOUT PREJUDICE TO CONDITION 14.1(b) ABOVE, THE ISSUER WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION IN CONNECTION WITH THE W&C SECURITIES. THESE CONDITIONS MAY BE FILED AS A WRITTEN CONSENT TO A BENCH TRIAL.

14.2 French Law Securities

The French Law Securities, the French Law Agency Agreement and the BNPP French Law W&C Guarantee are governed by, and construed in accordance with, French law, and any action or proceeding in relation

thereto ("**Proceedings**") shall be submitted to the jurisdiction of the competent courts in Paris within the jurisdiction of the Paris Court of Appeal (*Cour d'Appel de Paris*). BNPP B.V., BP2F, BNPPF and BGL elect domicile at the registered office of BNP Paribas currently located at 16 boulevard des Italiens, 75009 Paris.

## 15. ADDITIONAL DISRUPTION EVENTS AND OPTIONAL ADDITIONAL DISRUPTION EVENTS

The Additional Disruption Events and any Optional Additional Disruption Events shall not apply to any U.S. Securities.

15.1 "**Additional Disruption Event**" means each of Change in Law and Hedging Disruption, unless specified otherwise in the applicable Final Terms;

"**Cancellation Event**" means, that in the determination of the Calculation Agent, all or some of the Debt Instruments are redeemed prior to their stated maturity date for any reason, and as a result thereof it is impossible, impracticable or unduly onerous for the Issuer or its Affiliates to hedge the Issuer's obligations in respect of the W&C Securities;

"**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, in respect of any tax law, solvency or capital requirements), or (b) due to the promulgation of or any change in the interpretation or application of any law or regulation by any court, tribunal or regulatory or other supervisory authority with competent jurisdiction (including any action taken by a taxing or financial authority or any supervisory authority) or the combined effect thereof if occurring more than once, the Issuer determines in its sole and absolute discretion that:

(a) it has become illegal for it or any of its Affiliates to hold, acquire or dispose of any relevant hedge position relating to an Index (in the case of Index Securities), any relevant hedge position relating to a Debt Instrument (in the case of Debt Securities), any relevant hedge position relating to a Share (in the case of Share Securities), any relevant hedge position relating to an ETI Interest (in the case of ETI Securities), any relevant hedge position relating to a Commodity or Commodity Index (in the case of Commodity Securities) or any relevant hedge position relating to a Fund Share (in the case of Fund Securities) (each a "**Hedge**"); or

(b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the W&C Securities in issue or in holding, acquiring or disposing of any Hedge;

"**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 Index, the Shares or the Debt Instruments or any options or futures contracts or other hedging arrangement in relation to the Index, the Shares or the Debt Instruments (for the purposes of hedging the Issuer's obligations under the Securities) are denominated, into the Settlement Currency, or exchange or repatriate any funds in the Local Currency or the Settlement Currency outside of the country in which the Index, the Shares or the Debt Instruments or any options or futures contracts in relation to the Index, the Shares or the Debt Instruments respectively 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 Securities;

"**Failure to Deliver due to Illiquidity**" means, following the exercise of Physical Delivery Securities, in the opinion of the Calculation Agent, it is impossible or impracticable to deliver, when due, some or all of the Relevant Assets (the "**Affected Relevant Assets**") comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for the Relevant Assets;

"**Force Majeure Event**" means that, on or after the Trade Date, the performance of the Issuer's obligations under the Securities is prevented or materially hindered or delayed due to:

(a) any act (other than a Market Disruption Event), law, rule, regulation, judgment, order, directive, interpretation, decree or material legislative or administrative interference of any Government Authority or otherwise; or

(b) the occurrence of civil war, disruption, military action, unrest, political insurrection, terrorist activity of any kind, riot, public demonstration and/or protest, or any other financial or economic reasons or any other causes or impediments beyond such party's control; or

(c) any expropriation, confiscation, requisition, nationalisation or other action taken or threatened by any Government Authority that deprives the Issuer or any of its Affiliates, of all or substantially all of its assets in the Local Currency jurisdiction;

"**Government Authority**" means any nation, state or government, any province or other political subdivision thereof, any body, agency or ministry, any taxing, monetary, foreign exchange or other authority, court, tribunal or other instrumentality and any other entity exercising, executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

"**Hedging Disruption**" means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or option contracts it deems necessary to hedge the equity price risk or any other relevant price risk including but not limited to the currency risk of the Issuer issuing and performing its obligations with respect to the W&C Securities, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s), asset(s) or futures or options contract(s) or any relevant hedge positions relating to the W&C Securities;

"**Hedging Shares**" means the number of components comprised in an Index (in the case of Index Securities) or the number of Shares (in the case of Share Securities) that the Issuer and/or any of its Affiliates deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the W&C Securities;

"**Increased Cost of Hedging**" means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract on any Commodity or, in the case of a Commodity Index, Index Component (in the case of Commodity Securities) or, in respect of any Index Securities relating to a Custom Index, any relevant hedge positions relating to an Index, or, in respect of any Debt Securities, any relevant hedge positions relating to a Debt Instrument, it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest risk) of the Issuer issuing and performing its obligations with respect to the W&C Securities, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s) or any such futures or options contract(s) or, in respect of any Index Securities relating to a Custom Index, any relevant hedge positions relating to an Index, or, in respect of any Debt Securities, any relevant hedge positions relating to a Debt Instrument, provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging;

"**Increased Cost of Stock Borrow**" means that the Issuer and/or any of its Affiliates would incur a rate to borrow any component security comprised in an Index (in the case of Index Securities) or any Share (in the case of Share Securities) that is greater than the Initial Stock Loan Rate;

"**Initial Stock Loan Rate**" means, in respect of a component security comprised in an Index (in the case of Index Securities) or a Share (in the case of Share Securities), the initial stock loan rate specified in relation to such Share, security, component or commodity in the applicable Final Terms;

"**Insolvency Filing**" means that a Share Company or Basket Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Share Company or Basket Company shall not be deemed an Insolvency Filing;

"**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 Index, the Shares or the Debt Instruments or any options or futures contracts in relation to the Index, the Shares or the Debt Instruments in order for the Issuer to perform its obligations under the Securities or in respect of any relevant hedging arrangements in connection with the Securities (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 Securities) or the costs of so doing would (in the sole and absolute 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;

"**Loss of Stock Borrow**" means that the Issuer and/or any Affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any component security comprised in an Index (in the case of Index Securities) or any Share (in the case of Share Securities) in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate;

"**Maximum Stock Loan Rate**" means in respect of a component security comprised in an Index (in the case of Index Securities) or a Share (in the case of Share Securities), the Maximum Stock Loan Rate specified in the applicable Final Terms;

"**Optional Additional Disruption Event**" means any of Cancellation Event, Currency Event, Failure to Deliver due to Illiquidity, Force Majeure Event, Increased Cost of Hedging, Increased Cost of Stock Borrow, Jurisdiction Event, Insolvency Filing, Loss of Stock Borrow and/or Stop-Loss Event, in each case if specified in the applicable Final Terms;

"**Stop-Loss Event**" means, in respect of a Share, the price of any Share as quoted on the relevant Exchange for such Share at the Scheduled Closing Time on any Scheduled Trading Day that is not a Disrupted Day in respect of such Share on or after the Trade Date or, if later, the Strike Date, is less than 5 per cent., or such percentage specified in the applicable Final Terms, of its Strike Price or, if no Strike Price is specified in the applicable Final Terms, the price given as the benchmark price for such Share in the applicable Final Terms, all as determined by the Calculation Agent;

"**Trade Date**" has the meaning given to it in the applicable Final Terms.

15.2 If Additional Disruption Events are specified as applicable in the applicable Final Terms and an Additional Disruption Event and/or an Optional Additional Disruption Event occurs (other than in respect of Failure to Deliver due to Illiquidity), the Issuer in its sole and absolute discretion may take the action described in (a) or, if applicable, (b), (c), (d) or (e), as the case may be, below:

(a) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement and/or the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and/or Optional Additional Disruption Event and determine the effective date of that adjustment;

(b) in the case of Warrants, cancel the Warrants by giving notice to Holders in accordance with Condition 10. If the Warrants are so cancelled the Issuer will pay an amount to each Holder in respect of each Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, held by him which amount shall be equal to the fair market value of a Warrant or a Unit, as the case may be, taking into account the Additional Disruption Event and/or Optional Additional Disruption Event less, except in the case of Italian Listed Warrants, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (unless provided for otherwise in the relevant Final Terms) plus, if applicable and already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 10;

(c) in the case of Certificates,

(i) unless Delayed Redemption on Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event is specified in the applicable Final Terms, on giving notice to Holders in accordance with Condition 10, redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the fair market value of a Certificate taking into account the Additional Disruption Event and/or Optional Additional Disruption Event less, except in the case of Italian Listed Certificates, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with Condition 10; or

(ii) if Delayed Redemption on Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Certificate, taking into account the Additional Disruption Event and/or Optional Additional Disruption Event, less, except in the case of Italian Listed Certificates, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Additional Disruption Amount**") as soon as practicable following the occurrence of the Additional Disruption Event and/or Optional Additional Disruption Event (the "**Calculated Additional Disruption Amount Determination Date**") and on the Redemption Date shall redeem each Certificate at an amount calculated by the Calculation Agent equal to (x) the Calculated Additional Disruption Amount plus interest accrued from and including the Calculated Additional Disruption Amount Determination Date to but excluding the Redemption Date at a rate equal to 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, the Notional Amount; or

(d) in the case of Index Securities linked to a Custom Index, the Calculation Agent may use commercially reasonable efforts to select a successor index with a substantially similar formula for and method of calculation as the Custom Index within twenty (20) Scheduled Custom Index Business Days of the occurrence of the relevant Additional Disruption Event or Optional Additional Disruption Event and, upon selection of such successor index (the "**Successor Index**"), the Calculation Agent shall promptly notify the Issuer and the Issuer will give notice to the Holders in accordance with Condition 10 and such index shall become the Successor Index and deemed to be a "Custom Index" for the purposes of the W&C Securities and the Calculation Agent will make such adjustment, if any, to one or more of the Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for the substitution. Such substitution and any relevant adjustment to the Terms and Conditions and/or the applicable Final Terms will be deemed to be effective as of the date selected by the Calculation Agent in its sole and absolute discretion which may, but need not be the date on which the relevant Additional Disruption Event or Optional Additional Disruption Event occurred; or

(e) in the case of Share Securities linked to a Basket of Shares, the Calculation Agent may adjust the Basket of Shares to include a Share selected by it in accordance with the criteria for Share selection set out below (each a "**Substitute Share**") for each Share (each an "**Affected Share**") which is affected by the Additional Disruption Event and/or Optional Additional Disruption Event and the Substitute Share will be deemed to be a "**Share**" and the relevant issuer of such shares a "**Basket Company**" for the purposes of the W&C Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the W&C Securities are Physical Delivery Securities) and/or the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the W&C Securities was to be determined by reference to the Initial Price of the Affected Share, the Initial Price of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula:

Initial Price = A×(B/C)

where:

"**A**" is the official closing price of the relevant Substitute Share on the relevant Exchange on the Substitution Date;

"**B**" is the Initial Price of the relevant Affected Share; and

"**C**" is the official closing price of the relevant Affected Share on the relevant Exchange on the Substitution Date.

Such substitution and the relevant adjustment to the Basket of Shares will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") in its sole and absolute discretion and specified in the notice referred to below which may, but need not, be the relevant date of the Additional Disruption Event and/or Optional Additional Disruption Event.

The Weighting of each Substitute Share in the Basket of Shares will be equal to the Weighting of the relevant Affected Share.

In order to be selected as a Substitute Share, the relevant share must be a share which, in the sole and absolute discretion of the Calculation Agent:

(i) is not already included in the Basket of Shares;

(ii) the relevant issuer of such share belongs to the same economic sector as the Basket Company in respect of the Affected Share; and

(iii) the relevant issuer of such share has a comparable market capitalisation, international standing and exposure as the Basket Company in respect of the Affected Share.

If a Failure to Deliver due to Illiquidity occurs:

(A) subject as provided elsewhere in the Conditions, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated Settlement Date (in the case of Warrants) or Redemption Date (in the case of Certificates) in accordance with Condition 5.1 and (in the case of Warrants) the Calculation Agent shall determine in its discretion the appropriate *pro rata* portion of the Exercise Price to be paid by the relevant Holder in respect of that partial settlement; and

(B) in respect of any Affected Relevant Assets, in lieu of physical settlement and notwithstanding any other provision hereof, except in the case of U.S. Securities (in which case another price or prices will be specified in the applicable Final Terms), the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant W&C Security or in the case of Warrants, if Units are specified in the applicable Final Terms, Unit, as the case may be, by payment to the relevant Holder of the Failure to Deliver Settlement Price on the fifth Business Day following the date that notice of such election is given to the Holders in accordance with Condition 10. Payment of the Failure to Deliver Settlement Price will be made in such manner as shall be notified to the Holders in accordance with Condition 10.

For the purposes hereof:

"**Failure to Deliver Settlement Price**" means, in respect of any relevant W&C Security, or in the case of Warrants, if Units are specified in the applicable Final Terms, Unit, as the case may be, the fair market value of such W&C Security or Unit, as the case may be (taking into account the Relevant Assets comprising the Entitlement which have been duly delivered as provided above), less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Issuer in its sole and absolute discretion, plus, in the case of Warrants, if applicable and already paid, the Exercise Price (or, where as provided above some Relevant Assets have been delivered, and a *pro rata* portion thereof has been paid, such *pro rata* portion).

In the case of Italian Listed Securities, notwithstanding the foregoing the Calculation Agent will adjust any relevant terms of the W&C Securities as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Securities.

15.3 Upon the occurrence of an Additional Disruption Event and/or Optional Additional Disruption Event, if the Calculation Agent determines that an adjustment in accordance with the above provisions is necessary it shall notify the Issuer thereof as soon as practicable and the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 10 stating the occurrence of the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

## 16. KNOCK-IN EVENT AND KNOCK-OUT EVENT

16.1 If "Knock-in Event" is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable, under the relevant W&C Securities which is expressed in the Conditions to be subject to a Knock-in Event, shall be conditional upon the occurrence of such Knock-in Event.

16.2 If "Knock-out Event" is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable, under the relevant W&C Securities which is expressed in the Conditions to be subject to a Knock-out Event, shall be conditional upon the occurrence of such Knock-out Event.

16.3 In respect of Index Securities, Share Securities, ETI Securities, Debt Securities and Futures Securities, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day (a) in respect of W&C Securities other than Custom Index Securities or Debt Securities, at any time during the one hour period that begins or ends at the Valuation Time the Level triggers the Knock-in Level or the Knock-out Level, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, or (b) in respect of Custom Index Securities or Debt Securities, a Custom Index Disruption Event or Market Disruption Event, as applicable, is occurring, then (i) if Disruption Consequences are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Trading Disruption, Exchange Disruption, Early Closure, Custom Index Disruption Event or Market Disruption Event or (ii) if Disruption Consequences are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred; provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.

16.4 In respect of Commodity Securities or Currency Securities, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Commodity Disrupted Day or a Disrupted Day, as applicable, then (i) if Disruption Consequences are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such day being a Commodity Disrupted Day or a Disrupted Day, as the case may be or (ii) if Disruption Consequences are specified as applicable in the applicable Final Terms, such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

16.5 In respect of W&C Securities other than Custom Index Securities or Debt Securities, 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 on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time on which the Level triggers the Knock-in Level or the Knock-out Level, (a) in the case of Index Securities, Share Securities, ETI Securities and Futures Securities, a Trading Disruption, Exchange Disruption or Early Closure, (b) in the case of Currency Securities, a Disruption Event or (c) in the case of Commodity Securities, a Market Disruption Event, in each case occurs or exists, then (i) if Disruption Consequences are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Trading Disruption, Exchange Disruption, Early Closure, Disruption Event or Market Disruption Event or (ii) if Disruption Consequences are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that, in the case of W&C Securities other than Commodity Securities or Currency Securities, if, by operation of this provision, no Knock-in

Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.

16.6 In respect of Debt Securities, 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 on the exchange on which the relevant Debt Instrument is traded or on any exchange on which options contracts or futures contracts with respect to such Debt Instrument are traded and if on any Knock-in Determination Day or Knock-out Determination Day and at any time at which the Level triggers the Knock-in Level or the Knock-out Level, a Market Disruption Event has occurred or is occurring, then (i) if Disruption Consequences are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Market Disruption Event or (ii) if Disruption Consequences are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.

16.7 Definitions relating to Knock-in Event/Knock-out Event

Unless otherwise specified in the applicable Final Terms:

"**Knock-in Determination Day**" means (a) each date, (b) each Scheduled Trading Day in the Knock-in Determination Period, (c) each Scheduled Custom Index Business Day in the Knock-in Determination Period, (d) each Fund Business Day in the Knock-in Determination Period, (e) each Business Day in the Knock-in Determination Period, as specified in the applicable Final Terms or (f) each Commodity Business Day in 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) if SPS Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or

(b) if the Securities are Currency Securities and FX Knock-in Valuation is specified as applicable in the applicable Final Terms:

(i) if FX Coupon Performance is specified as applicable in the applicable Final Terms, that the FX Coupon Performance is; or

(ii) if Performance Value is specified as applicable in the applicable Final Terms, that the Performance Value is; or

(c) if SPS Knock-in Valuation is specified as not applicable in the applicable Final Terms and, if the Securities are Currency Securities, unless FX Knock-in Valuation is specified as applicable in the applicable Final Terms:

(i) (in respect of a single Underlying Reference) that the Level is; or

(ii) (in respect of a Basket of Underlying References) that the amount determined by the Calculation Agent equal to the sum of the values of each Underlying Reference as the product of (x) the Level of such Underlying Reference and (y) the relevant Weighting is,

(A) "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-in Level or, if applicable, (B) "within" the Knock-in Range Level, in each case as specified in the applicable Final Terms (x) on a Knock-in Determination Day or (y) in respect of a Knock-in Determination Period, specified in the applicable Final Terms;

"**Knock-in Level**" means the FX Knock-in Level or the other level, amount, number or percentage specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

"**Knock-in Period Beginning Date**" means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Securities (other than Custom Index Securities), Share Securities, ETI Securities, Debt Securities or Currency Securities), a Commodity Business Day (in the case of Commodity Securities), a Custom Index Business Day (in the case of Custom Index Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Securities), the next following Scheduled Trading Day, Commodity Business Day, Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

"**Knock-in Period Ending Date**" means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Securities (other than Custom Index Securities), Share Securities, ETI Securities, Debt Securities or Currency Securities), a Commodity Business Day (in the case of Commodity Securities), a Custom Index Business Day (in the case of Custom Index Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Securities), the next following Scheduled Trading Day, Commodity Business Day, Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

"**Knock-in Range Level**" means the range of Levels specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

"**Knock-in Observation Price Source**" means the source specified as such 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-in Value**" means the value from Payout Condition 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**Knock-out Determination Day**" means (a) each date, (b) each Scheduled Trading Day in the Knock-out Determination Period, (c) each Scheduled Custom Index Business Day in the Knock-out Determination Period, (d) each Fund Business Day in the Knock-out Determination Period, (e) each Business Day in the Knock-out

Determination Period as specified in the applicable Final Terms or (f) each Commodity Business Day in 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) if SPS Knock-out Valuation is specified as applicable in the applicable Final Terms, the Knock-out Value is, or

(b) if the Securities are Currency Securities and FX Knock-out Valuation is specified as applicable in the applicable Final Terms:

(i) if FX Coupon Performance is specified as applicable in the applicable Final Terms, that the FX Coupon Performance is; or

(ii) if Performance Value is specified as applicable in the applicable Final Terms, that the Performance Value is; or

(c) if SPS Knock-out Valuation is specified as not applicable in the applicable Final Terms and, if the Securities are Currency Securities and unless FX Knock-out Valuation is specified as applicable in the applicable Final Terms:

(i) (in respect of a single Underlying Reference) that the Level is; or

(ii) (in respect of a Basket of Underlying References) that the amount determined by the Calculation Agent equal to the sum of the values of each Underlying References as the product of (x) the Level of such Underlying Reference and (y) the relevant Weighting is,

(A) "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-out Level or, if applicable, (B) "within" the Knock-out Range Level, in each case, as specified in the applicable Final Terms (x) on a Knock-out Determination Day or (y) in respect of a Knock-out Determination Period, as specified in the applicable Final Terms;

"**Knock-out Level**" means the FX Knock-out Level or the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

"**Knock-out Observation Price Source**" means the source specified as such 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 Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Securities (other than Custom Index Securities), Share Securities, ETI Securities, Debt Securities or Currency Securities), a Commodity Business Day (in the case of Commodity Securities), a Scheduled Custom Index Business Day (in the case of Custom Index Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Securities), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

"**Knock-out Period Ending Date**" means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Securities (other than Custom Index Securities), Share Securities, ETI Securities, Debt Securities or Currency Securities), a Commodity Business Day (in the

case of Commodity Securities), a Scheduled Custom Index Business Day (in the case of Custom Index Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Securities), the next following Scheduled Trading Day, Commodity Business Day, Scheduled Custom Index Business Day, Fund Business Day or Business Day, as the case may be;

"**Knock-out Range Level**" means the range of Levels specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

"**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;

"**Knock-out Value**" means the value from Payout Condition 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**Level**" means, for the purposes of this Condition 16, (i) the "official level", "official close", "last price", "traded price", "bid price" or "asked price" of the Underlying Reference, as specified in the applicable Final Terms, published by the Knock-in Observation Price Source or Knock-out Observation Price Source, as applicable, or (ii) if "Standard Level" is specified as applicable in the applicable Final Terms (a) in the case of Share Securities, ETI Securities and Futures Securities, the price of the relevant Underlying Reference, (b) in the case of Index Securities and Custom Index Securities, the level of the relevant Underlying Reference (c) in the case of Commodity Securities, the Relevant Price, or (d) in the case of Currency Securities, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), in each case determined by the Calculation Agent as of the Knock-in Valuation Time or Knock-out Valuation Time on any Knock-in Determination Day or Knock-out Determination Day, as applicable, or, in the case of the "official close" level, at such time as the official close is published by the Knock-in Observation Price Source or Knock-out Observation Price Source, as applicable;

"**Relevant Adjustment Provisions**" means:

(a) in the case of Index Securities, Index Security Condition 2 (Market Disruption) and Index Security Condition 3 (Adjustments to an Index);

(b) in the case of Custom Index Securities, Index Security Condition 6 (Adjustments to a Custom Index and Custom Index Disruption);

(c) in the case of Share Securities, Share Security Condition 2 (Market Disruption), Share Security Condition 3 (Potential Adjustment Events) and Share Security Condition 4 (Extraordinary Events);

(d) in the case of ETI Securities, ETI Security Condition 2 (Market Disruption) and ETI Security Condition 3 (Potential Adjustment Events);

(e) in the case of Commodity Securities, Commodity Security Condition 2 (Market Disruption) and Commodity Security Condition 3 (Consequences of a Market Disruption Event and Disruption Fallbacks);

(f) in the case of Currency Securities, Currency Security Condition 2 (Disruption Events) and Currency Security Condition 3 (Consequences of a Disruption Event);

(g) in the case of Futures Securities, Futures Security Condition 3 (Adjustments to a Future);

(h) in the case of Debt Securities, Debt Security Condition 3 (Market Disruption), Debt Security Condition 4 (Correction of Debt Instrument Price) and Debt Security Condition 5 (Redemption or Cancellation of a Debt Instrument);

"**Underlying Reference**" means, for the purposes of this Condition 16, each Index, Custom Index, Share, ETI Interest, Debt Instrument Commodity, Commodity Index, Subject Currency, Future or other basis of reference to which the relevant W&C Securities relate.

## 17. ADJUSTMENTS FOR EUROPEAN MONETARY UNION

The Issuer may, without the consent of the Holders, on giving notice to the Holders in accordance with Condition 10:

(a) elect that, with effect from the Adjustment Date specified in the notice, certain terms of the W&C Securities shall be redenominated in euro.

The election will have effect as follows:

(i) where the Settlement Currency of the W&C Securities is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union, such Settlement Currency shall be deemed to be an amount of euro converted from the original Settlement Currency into euro at the Established Rate, subject to such provisions (if any) as to rounding as the Issuer may decide, after consultation with the Calculation Agent, and as may be specified in the notice, and after the Adjustment Date, all payments of the Cash Settlement Amount in respect of the W&C Securities will be made solely in euro as though references in the W&C Securities to the Settlement Currency were to euro;

(ii) where the Exchange Rate and/or any other terms of these Terms and Conditions are expressed in or, in the case of the Exchange Rate, contemplate the exchange from or into, the currency (the "**Original Currency**") of a country which is participating in the third stage of European Economic and Monetary Union, such Exchange Rate and/or any other terms of these Terms and Conditions shall be deemed to be expressed in or, in the case of the Exchange Rate, converted from or, as the case may be into, euro at the Established Rate; and

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

(b) require that the Calculation Agent make such adjustments to the Weighting and/or the Settlement Price and/or the Exercise Price (in the case of Warrants) and/or any other terms of these Terms and Conditions and/or the Final Terms as the Calculation Agent, in its sole discretion, may determine to be appropriate to account for the effect of the third stage of European Economic and Monetary Union on the Weighting and/or the Settlement Price and/or the Exercise Price (in the case of Warrants) and/or such other terms of these Terms and Conditions.

Notwithstanding the foregoing, none of the Issuer, the Guarantor, if any, the Calculation Agent, the Euroclear Registrar, if applicable, and the Security Agents shall be liable to any Holder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of euro or any currency conversion or rounding effected in connection therewith.

In this Condition, the following expressions have the following meanings:

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

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

"**euro**" means the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty;

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

"**Treaty**" means the Treaty on the Functioning of the European Union, as amended.

## 18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The English Law Securities do not confer on a third party any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such W&C Securities but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 19. TERMS APPLICABLE TO WARRANTS ONLY

Conditions 20 to 26 apply to Warrants only.

## 20. DEFINITIONS (WARRANTS)

"**Actual Exercise Date**" means the Exercise Date (in the case of European Style Warrants) or, subject to Condition 24, the date during the Exercise Period (in the case of American Style Warrants) on which the Warrant is actually or is deemed exercised or, if Automatic Exercise is specified in the applicable Final Terms, is automatically exercised (as more fully set out in Condition 24);

"**Assessed Value Payment Amount**" has the meaning given to such term in Condition 25.7;

"**Automatic Exercise**" has the meaning given to such term in Condition 24.1(a);

"**Averaging Date**" means, in respect of an Actual Exercise Date:

(a) in the case of Index Securities (other than Index Securities relating to a Custom Index (other than a Component Security Index) or Basket of Custom Indices (each as defined in Annex 2)), Share Securities, ETI Securities, Debt Securities or Futures Securities, each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent any such day is a Disrupted Day. If any such day is a Disrupted Day, then:

(i) if "Omission" is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant level, price, value or amount provided that, if through the operation of this provision no Averaging Date would occur in respect of such Actual Exercise Date, then the provisions of the definition of "Valuation Date" will apply for purposes of determining the relevant level,

price, value or amount on the final Averaging Date with respect to that Actual Exercise Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or

(ii) if "Postponement" is specified as applying in the applicable Final Terms, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant level, price, value or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or

(iii) if "Modified Postponement" is specified as applying in the applicable Final Terms then:

(A) where the Warrants are Index Securities relating to a single Index (other than a Component Security Index), Share Securities relating to a single Share, ETI Securities relating to a single ETI Interest, or Futures Securities relating to a single Future, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of such Actual Exercise Date, then (I) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date), and (II) the Calculation Agent shall determine the relevant level, value, price or amount for that Averaging Date in accordance with subparagraph (a)(i) of the definition of "Valuation Date" below;

(B) where the Warrants are Index Securities relating to a single Component Security Index, the Calculation Agent shall determine the level of the Component Security Index for the Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of "Valuation Date" below and the Averaging Date shall be deemed to be the earliest date on which the Calculation Agent determines the relevant level of the Component Security Index in accordance with the provisions of sub-paragraph (a)(ii) of the definition of "Valuation Date" below;

(C) where the Warrants are Index Securities relating to a Basket of Indices (other than a Basket of Component Security Indices), Share Securities relating to a Basket of Shares, ETI Securities relating to an ETI Basket or Futures Securities relating to a Basket of Futures, the Averaging Date for each Index, Share, ETI Interest or Future not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the "**Scheduled Averaging Date**") and the Averaging Date for each Index, Share, ETI Interest or Future affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Index, Share, ETI Interest or Future. If the first succeeding Valid Date in relation to such Index, Share, ETI Interest or Future has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of such Actual Exercise Date, then (I) that last such consecutive Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging

Date) in respect of such Index, Share, ETI Interest or Future and (II) the Calculation Agent shall determine the relevant level, value, price or amount for that Averaging Date in accordance with subparagraph (a)(iii) of the definition of "Valuation Date" below; and

(D) where the Warrants are Index Securities relating to a Basket of Component Security Indices, the Averaging Date for each Component Security Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Averaging Date, and for each Component Security Index affected (an "**Affected Item**") by the occurrence of a Disrupted Day, the Calculation Agent shall determine the level of the Component Security Index in accordance with the provisons of sub-paragraph (a)(iv) of the definition of "Valuation Date" below and the Averaging Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the provisions of sub-paragraph (a)(iv) of the definition of "Valuation Date" below; or

(b) in the case of Commodity Securities, each date specified as such in the applicable Final Terms or, if any such date is not a Commodity Business Day, the immediately following Commodity Business Day unless, in the opinion of the Calculation Agent any such day is a day on which a Market Disruption Event has occurred or is continuing, in which case the provisions of Commodity Security Condition 3 (Consequences of a Market Disruption Event and Disruption Fallbacks) shall apply;

"**Cash Settlement Amount**" means, in relation to Cash Settled Warrants, the amount (which may never be less than zero) to which the Holder is entitled in the Settlement Currency in relation to each such Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, equal to the Final Payout specified in the applicable Final Terms. The Cash Settlement Amount (if any) shall be rounded to the nearest sub-unit of the relevant Settlement Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention, provided that:

(a) if Rounding Convention 1 is specified as applicable in the applicable Final Terms, the Cash Settlement Amount shall be calculated using a maximum of four decimal places (with 0.00005 being rounded upwards) and shall be rounded to the second decimal place (with 0.005 being rounded upwards); or

(b) if Rounding Convention 2 is specified as applicable in the applicable Final Terms, the Cash Settlement Amount shall not be subject to rounding but Securities of the same Series held by the same Holder will be aggregated for the purpose of determining the aggregate Cash Settlement Amount in respect of such Warrants and the aggregate of such Cash Settlement Amounts will be rounded down to the nearest whole sub-unit of the Settlement Currency in such manner as the Calculation Agent shall determine,

Provided That if the product of the Final Payout is zero, no amount shall be payable in respect of the relevant Warrant (and such Warrant shall expire worthless).

If the Cash Settlement Amount is not an amount in the Settlement Currency, if specified in the applicable Final Terms it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms;

"**CREST Dematerialised Warrants**" means Warrants issued by BNPP B.V. in uncertificated registered form in accordance with the Uncertificated Securities Regulations 2001 (as amended, modified or re-enacted and such other regulations made under Sections 783, 784(3), 785 and 788 of the Companies Act 2006 as are applicable to the Euroclear Registrar);

"**Danish Dematerialised Warrants**" means Warrants in registered, uncertificated and dematerialised book-entry form in accordance with the provisions of the Danish Securities Trading Act and accepted by VP Denmark for clearing and registration in the VP Denmark System;

"**English Law Warrants**" means the Warrants specified in the applicable Final Terms as being governed by English law;

"**Entitlement**" means in relation to a Physical Delivery Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, the quantity of the Relevant Asset or the Relevant Assets, as the case may be, which a Holder is entitled to receive on the Settlement Date in respect of each such Warrant or Unit, as the case may be, following payment of the Exercise Price (and any other sums payable) (including Expenses as defined in Condition 11) rounded down as provided in Condition 24.3, as determined by the Calculation Agent including any documents evidencing such Entitlement which amount will be the Entitlement Amount specified in the applicable Final Terms;

"**Exercise Business Day**" means:

(a) in the case of Cash Settled Warrants, a day that is a Business Day; and

(b) in the case of Physical Delivery Warrants, a day that is a Business Day and a Scheduled Trading Day;

"**Expiration Date**" means the last day of the Exercise Period;

"**Finnish Dematerialised Warrants**" means Warrants in registered, uncertified and dematerialised book-entry form in accordance with the provisions of the Finnish Act on the Book-Entry System and Clearing (*Fin. laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (749/2012)) and with the Finnish Act on Book-Entry Accounts (*Fin. laki arvo-osuustileistä* (827/1991)) accepted by Euroclear Finland for clearing and registration in the Euroclear Finland System;

"**French Law Warrants**" means the Warrants specified in the applicable Final Terms as being governed by French law;

"**Italian Dematerialised Warrants**" means Warrants issued in registered, uncertificated and dematerialised book-entry form into Monte Titoli pursuant to Italian legislative decree no. 58/1998 as amended and integrated by subsequent implementing provisions;

"**Italian Listed Warrants**" means Warrants which are listed and admitted to trading on the electronic "Securitised Derivatives Market" (the "**SeDeX**"), organised and managed by Borsa Italiana S.p.A. or the Multilateral Trading Facility (the "**EuroTLX**"), organised and managed by EuroTLX Sim S.p.A., as the case may be;

"**Manual Exercise**" has the meaning given to such term in Condition 24.1(a);

"**Observation Date**" means each date specified as an Observation Date in the applicable Final Terms or if any such date is not a Scheduled Trading Day (in the case of Index Securities (other than Index Securities relating to a Custom Index or Basket of Custom Indices), Share Securities, ETI Securities, Debt Securities or Futures Securities) or Commodity Business Day (in the case of Commodity Securities), the immediately following Scheduled Trading Day or Commodity Business Day, as applicable. The provisions contained in the definition of "Averaging Date" shall apply if any such day is a Disrupted Day or, in the case of Commodity Securities, a day on which a Market Disruption Event has occurred or is continuing, *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Observation Date" unless Observation Day Disruption Consequences is specified as not applicable in the applicable Final Terms, in which case such date will be an Observation Date notwithstanding the occurrence of a Disrupted Day and (i) in the case of Index Securities

(other than Index Securities relating to a Custom Index or Basket of Custom Indices), Share Securities, ETI Securities, Debt Securities or Futures Securities, the provisions of (a)(i)(B), (a)(ii),(a)(iii)(B) or (a)(iv), as applicable, of the definition of "Valuation Date" will apply for the purposes of determining the relevant value, level, price or amount on such Observation Date as if such Observation Date were a Valuation Date that was a Disrupted Day or (ii) in the case of Commodity Securities the provisions of Commodity Security Condition 3 (*Consequences of a Market Disruption Event and Disruption Fallbacks*) will apply;

"**Observation Period**" means the period specified as the Observation Period in the applicable Final Terms;

"**Settlement Date**" means:

(a) in relation to Cash Settled Warrants:

(i) (other than in respect of Commodity Securities or Inflation Index Securities) in relation to each Actual Exercise Date, (A) where Averaging is not specified in the applicable Final Terms, (x) the date specified in the applicable Final Terms or, if none, (y) the fifth Business Day following the Valuation Date provided that if the Warrants are Index Securities relating to a Basket of Indices, Share Securities relating to a Basket of Shares, ETI Securities relating to an ETI Basket, Debt Securities relating to a Basket of Debt Instruments, or Futures Securities relating to a Basket of Futures and the occurrence of a Disrupted Day has resulted in a Valuation Date for one or more Indices, Shares, ETI Interests, Debt Instruments or Futures, as the case may be, being adjusted as set out in the definition of "Valuation Date" below, the Settlement Date shall be the fifth Business Day next following the last occurring Valuation Date in relation to any Index, Share, ETI Interest, Debt Instrument or Future, as the case may be, or (B) where Averaging is specified in the applicable Final Terms, the fifth Business Day following the last occurring Averaging Date provided that where the Warrants are Index Securities relating to a Basket of Indices, Share Securities relating to a Basket of Shares, ETI Securities relating to an ETI Basket, Debt Securities relating to a Basket of Debt Instruments or Futures Securities relating to a Basket of Futures and the occurrence of a Disrupted Day has resulted in an Averaging Date for one or more Indices, Shares, ETI Interests, Debt Instruments or Futures, as the case may be, being adjusted as set out in the definition of "Averaging Date" above, the Settlement Date shall be the fifth Business Day next following the last occurring Averaging Date in relation to any Index, Share, ETI Interest, Debt Instrument, Commodity or Commodity Index or Future, as the case may be; or

(ii) in respect of Commodity Securities or Inflation Index Securities, the date as specified in the applicable Final Terms; and

(b) in relation to Physical Delivery Warrants, the date specified as such in the applicable Final Terms;

"**Swedish Dematerialised Warrants**" means Warrants in registered, uncertificated and dematerialised book-entry form in accordance with the SFIA Act accepted by Euroclear Sweden for clearing and registration in the Euroclear Sweden System;

"**Swiss Dematerialised Warrants**" means Warrants in uncertified and dematerialised form which are entered into the main register (*Hauptregister*) of SIX SIS Ltd or any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange Ltd (SIX SIS Ltd or any such other intermediary, the "**Intermediary**") and entered into the accounts of one or more participants of the Intermediary;

"**Swiss Materialised Warrants**" means Warrants represented by a permanent global warrant which will be deposited by the Swiss Security Agent with SIX SIS Ltd or any other intermediary in Switzerland recognised

for such purposes by SIX Swiss Exchange Ltd (SIX SIS Ltd or any such other intermediary, the "**Intermediary**") and entered into the accounts of one or more participants of the Intermediary;

"**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in relation to the Actual Exercise Date or another Observation Date does not or is deemed not to occur;

"**Valuation Date**" means:

(a) in the case of Index Securities (other than Index Securities relating to a Custom Index or Basket of Custom Indices), Share Securities, ETI Securities, Debt Securities or Futures Securities (x) the Scheduled Trading Day immediately preceding the Actual Exercise Date or (y) the Actual Exercise Date (or, if such date is not a Scheduled Trading Day the first Scheduled Trading Day following such date) or the first Scheduled Trading Day following the Actual Exercise Date of the relevant Warrant, as specified in the applicable Final Terms, unless in either case, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

(i) where the Warrants are Index Securities relating to a single Index (other than a Component Security Index), Share Securities relating to a single Share, ETI Securities relating to a single ETI Interest, Debt Securities relating to a single Debt Instrument or Futures Securities relating to a single Future, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine the relevant value, level, price or amount:

(I) in the case of Index Securities, by determining the level of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or

(II) in the case of Share Securities, ETI Securities, Debt Securities or Futures Securities, in accordance with its good faith estimate of the relevant value, level, price or amount as of the Valuation Time on the last such consecutive Scheduled Trading Day; or

(ii) where the Warrants are Index Securities relating to a single Component Security Index, the Calculation Agent shall determine the relevant level for such Component Security Index using the formula for and method of calculating such Component Security Index last in effect prior to the occurrence of the first Disrupted Day using:

(I) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Valuation Date; and

(II) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Valuation Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions; or

(iii) where the Warrants are Index Securities relating to a Basket of Indices (other than a Basket of Component Security Indices), Share Securities relating to a Basket of Shares, ETI Securities relating to an ETI Basket, Debt Securities relating to a Basket of Debt Instruments or Futures Securities relating to a Basket of Futures, the Valuation Date for each Index, Share, ETI Interest, Debt Instrument or Future, as the case may be, not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Index, Share, ETI Interest, Debt Instrument or Future affected, as the case may be (each an "**Affected Item**"), by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine the relevant value, level, price or amount using, in relation to the Affected Item, the level, value or price as applicable, determined using:

(I) in the case of an Index, the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or

(II) in the case of a Share, ETI Interest, Debt Instrument or Future, its good faith estimate of the value, level, price or amount for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day; or

(iv) where the Warrants are Index Securities relating to a Basket of Component Security Indices, the Valuation Date for each Component Security Index not affected by the occurrence of a

Disrupted Day shall be the Scheduled Valuation Date, and for each Component Security Index affected (an "**Affected Item**") by the occurrence of a Disrupted Day, the Calculation Agent shall determine the level of that Component Security Index using the formula for and method of calculating that Component Security Index last in effect prior to the occurrence of the first Disrupted Day, using:

(I) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Valuation Date; and

(II) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Valuation Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions; or

(b) in the case of Commodity Securities, the Final Pricing Date,

and otherwise in accordance with the above provisions; and

"**Valuation Time**" means:

(a) the Valuation Time specified in the applicable Final Terms; or

(b) if not set out in the applicable Final Terms, in the case of Index Securities relating to a Composite Index, unless otherwise specified in the applicable Final Terms, (i) for the purposes of determining whether a Market Disruption Event has occurred (A) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (B) in respect of any options contracts or futures contracts on such Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of such Index is calculated and published by the Index Sponsor; or

(c) if not set out in the applicable Final Terms, in the case of Index Securities relating to Indices other than Composite Indices, Share Securities or ETI Securities, unless otherwise specified in the applicable Final Terms, the Scheduled Closing Time on the relevant Exchange on the relevant Strike Date, Valuation Date, Observation Date or Averaging Date, as the case may be, in relation to each Index, Share or ETI Interest to be valued, provided that if the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

## 21. FORM OF WARRANTS

English Law Warrants (other than CREST Dematerialised Warrants, Swedish Dematerialised Warrants, Finnish Dematerialised Warrants, Danish Dematerialised Warrants, Italian Dematerialised Warrants and Swiss Dematerialised Warrants) are represented by (i) a permanent global warrant (the "**Permanent Global Warrant**"), (ii) a Rule 144A Global Warrant (as defined below), (iii) a Regulation S Global Warrant (as defined below), (iv) a registered global warrant (the "**Registered Global Warrant**"), (v) a warrant in definitive registered form (a "**Private Placement Definitive Warrant**") or (vi) a global warrant issued via Clearstream, Frankfurt's electronic data transfer system (a "**CBF Global Warrant**"), as specified in the applicable Final Terms. Except as provided herein, no Warrants in definitive form will be issued.

English Law Warrants that are CREST Dematerialised Warrants will be issued in uncertificated registered form in accordance with the Uncertificated Securities Regulations. CREST Dematerialised Warrants are participating securities for the purposes of the Uncertificated Securities Regulations and will not be issued in definitive form.

English Law Warrants that are Swedish Dematerialised Warrants will be issued in registered, uncertificated and dematerialised book-entry form in accordance with the Swedish Financial Instruments Accounts Act 1998 (*Sw.:* Lag (*1998:1479*) *om kontoföring av finansiella instrument*) (the "**SFIA Act**"). Swedish Dematerialised Warrants will not be issued in definitive form.

English Law Warrants that are Finnish Dematerialised Warrants will be issued in registered, uncertificated and dematerialised book-entry form in accordance with the Finnish Act on the Book-Entry System and Clearing (*Fin. laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (749/2012)) and with the Finnish Act on Book-Entry Accounts (*Fin. laki arvo-osuustileistä* (827/1991)). Finnish Dematerialised Warrants will not be issued in definitive form.

English Law Warrants that are Danish Dematerialised Warrants will be issued in registered, uncertificated and dematerialised book-entry form in accordance with the provisions of the Danish Securities Trading Act (*in Danish: lovbekendtgørelse nr. 831 af 12. juni 2014 om værdipapirhandel mv.*). Danish Dematerialised Warrants will not be issued in definitive form.

English Law Warrants that are Italian Dematerialised Warrants will be issued in registered, uncertificated and dematerialised book-entry form into Monte Titoli S.p.A. ("**Monte Titoli**") pursuant to Italian legislative decree no. 58/1998, as amended and implemented and subsequent implementing provisions. Italian Dematerialised Warrants will not be issued in definitive form.

English Law Warrants that are Swiss Materialised Warrants will be represented by a permanent global warrant which will be deposited by the Swiss Security Agent with the Intermediary. Upon the permanent global warrant being deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Swiss Materialised Warrants will constitute intermediated securities (*Bucheffekten*) in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

English Law Warrants that are Swiss Dematerialised Warrants will be issued in uncertificated and dematerialised form and will be entered into the main register (*Hauptregister*) of the Intermediary. Upon being registered in the main register (*Hauptregister*) of the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Swiss Dematerialised Warrants will constitute intermediated securities (*Bucheffekten*) in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*). Swiss Dematerialised Warrants will not be issued in definitive form.

The terms and conditions of the Swiss Securities will be set forth in the applicable Final Terms.

In the event that the applicable Final Terms specify that Warrants are eligible for sale in the United States ("**U.S. Warrants**") (such eligibility to be pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**")), (A) the Warrants sold in the United States to qualified institutional buyers ("**QIBs**") within the meaning of Rule 144A ("**Rule 144A**") under the Securities Act ("**Rule 144A Warrants**") will be represented by one or more Rule 144A global warrants (each, a "**Rule 144A Global Warrant**"), (B) the Warrants sold in the United States to certain accredited investors ("**AIs**") (as defined in Rule 501(a) under the Securities Act) will be constituted by Private Placement Definitive Warrants, (C) the Warrants sold in the United States by BNPP B.V. to QIBs who are QPs will be represented by a Rule 144A Global Warrant or in the form of a Private Placement Definitive Warrant, as may be set out in any applicable U.S. wrapper to the Base Prospectus and (D) in either such case, the Warrants sold outside the United States to persons that are not (i) a "U.S. person" as defined in Regulation S; or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the Commodity Exchange Act; or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the CFTC; or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**") will be represented by one or more Regulation S global warrants (each, a "**Regulation S Global Warrant**"). References herein to a "**Clearing System Global Warrant**" means, as the context so requires, a Rule 144A Global Warrant, a Regulation S Global Warrant, a CBF Global Warrant or the Permanent Global Warrant, representing the Warrants and Warrants represented by a Clearing System Global Warrant are referred to herein as "**Clearing System Warrants**".

In the event that the Final Terms does not specify that Warrants are eligible for sale in the United States or to U.S. persons, the Warrants offered and sold outside the United States to non-U.S. persons in reliance on Regulation S and pursuant to CFTC regulations and guidance will be represented by a Regulation S Global Warrant, a CBF Global Warrant, a Permanent Global Warrant or a Registered Global Warrant, as the case may be.

In the event that the Warrants are constituted by a Clearing System Global Warrant other than a Rule 144A Global Warrant, the Clearing System Global Warrant will be deposited with a depositary (the "**Common Depositary**") common to Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") and Euroclear Bank S.A./N.V. ("**Euroclear**") and/or any other relevant Clearing System or (in the case of English Law Warrants held through Euroclear France) with Euroclear France or (in the case of Warrants to be issued into and transferred through accounts at Clearstream, Frankfurt ("**CBF Warrants**")) with Clearstream, Frankfurt, in each case in accordance with the rules and regulations of the relevant Clearing System(s). If the Clearing System specified in the Final Terms is Iberclear, the term Common Depositary and/or Custodian shall be deemed to refer to the foreign custodian (*Entidad Custodia*) or Iberclear Participant (*Entidad Miembro de Iberclear*), as the case may be, appointed in accordance with the rules and regulations of Iberclear. Warrants represented by a Rule 144A Global Warrant will be either (i) deposited with a custodian (a "**Custodian**") for, and registered in the name of a nominee of, The Depository Trust Company ("**DTC**"), or (ii) issued and deposited with the Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System.

In the event that the Warrants are constituted by a Registered Global Warrant (such Warrants being hereafter referred to as "**Registered Warrants**"), the Registered Global Warrant will be held by the Registrar on behalf of the holders.

Interests in a Rule 144A Global Warrant and a Regulation S Global Warrant may be exchanged for interests in the other Global Warrants and for Private Placement Definitive Warrants and Private Placement Definitive Warrants may be exchanged for an interest in a Rule 144A Global Warrant or Regulation S Global Warrant only as described herein. Interests in a Clearing System Global Warrant or a Private Placement Definitive Warrant may not be exchanged for interests in a Registered Global Warrant and interests in a Registered

Global Warrant may not be exchanged for interests in a Clearing System Global Warrant or a Private Placement Definitive Warrant.

Each Clearing System Global Warrant and the Registered Global Warrant is referred to in these Terms and Conditions as a "**Global Warrant**". The applicable Final Terms (or the relevant provisions thereof) will be attached to such Global Warrant.

In the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, if DTC notifies BNPP that it is unwilling or unable to continue as a depositary for that Global Warrant or if at any time DTC ceases to be a "clearing agency" registered under the Exchange Act, as amended and a successor depositary is not appointed by BNPP within 90 days of such notice, BNPP will deliver Warrants in definitive registered form (bearing such legends as may be required by BNPP) in exchange for that Rule 144A Global Warrant. Except in these circumstances, owners of beneficial interests in a Rule 144A Global Warrant held by a Custodian on behalf of DTC will not be entitled to have any portion of such Warrants registered in their name and will not receive or be entitled to receive physical delivery of registered Warrants in definitive form in exchange for their interests in that Rule 144A Global Warrant. Transfer, exercise, settlement and other mechanics related to any Warrants issued in definitive form in exchange for Warrants represented by such Rule 144A Global Warrant shall be as agreed between BNPP and the New York Security Agent.

French Law Warrants are issued in dematerialised bearer form (*au porteur*) (such Warrants hereinafter also referred to as "**Clearing System Warrants**"). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code Monétaire et Financier*) will be issued in respect of French Law Warrants.

Unless this possibility is expressly excluded in the applicable Final Terms and to the extent permitted by applicable French law, the Issuer may at any time request from the central depositary identification information of Holders of French Law Warrants in dematerialised bearer form (*au porteur*) such as the name or the company name, nationality, date of birth or year of incorporation and mail address or, as the case may be, email address of such Holders.[1]

## 22. TYPE (WARRANTS)

The applicable Final Terms will indicate whether the Warrants are American style Warrants ("**American Style Warrants**") or European style Warrants ("**European Style Warrants**"), Registered Warrants or such other type as may be specified in the applicable Final Terms, in the case of Cash Settled Warrants whether automatic exercise ("**Automatic Exercise**") applies to the Warrants, whether settlement shall be by way of cash payment ("**Cash Settled Warrants**") or physical delivery ("**Physical Delivery Warrants**"), whether the Warrants are call Warrants ("**Call Warrants**") or put Warrants ("**Put Warrants**"), or such other type as may be specified in the applicable Final Terms, whether the Warrants may only be exercised in units ("**Units**") and whether Averaging ("**Averaging**") will apply to the Warrants. If Units are specified in the applicable Final Terms, Warrants must be exercised in Units and any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect.

If the Warrants are Swedish Dematerialised Warrants, they will be European Style Warrants and Cash Settlement and Automatic Exercise will apply.

[1] The possibility for the Issuer of requesting from the central depositary identification information of Holders of French Law Warrants in dematerialised bearer form (*au porteur*) such as the name or company name, nationality, date of birth or year of incorporation and mail address or, as the case may be, email address of such Holders is provided by the current draft *Ordonnance portant diverses dispositions de droit des sociétés prises en application de l'article 3 de la loi n° 2014-1 du 2 janvier 2014 habilitant le Gouvernement à simplifier et sécuriser la vie des entreprises*. This *Ordonnance* is scheduled to be adopted at the latest on 3 August 2014.

If the Warrants are Finnish Dematerialised Warrants, they will be European Style Warrants and Cash Settlement and Automatic Exercise will apply.

If the Warrants are Danish Dematerialised Warrants, they will be European Style Warrants and Cash Settlement and Automatic Exercise will apply.

If the Warrants are Italian Dematerialised Warrants they will be European Style Warrants or American Style Warrants and Cash Settlement and Automatic Exercise will apply.

## 23. TITLE AND TRANSFER OF REGISTERED WARRANTS

The Issuer shall cause to be kept at the principal office of the Registrar, a register (the "**Register**") on which shall be entered the names and addresses of all holders of the Registered Warrants, the number or amount, as the case may be, and type of the Warrants held by each Holder and details of all transfers of the Warrants.

Each person who is for the time being shown in the Register as the holder of a particular amount of Registered Warrants (each a "**Holder**") shall (except as otherwise required by law) be treated as the absolute owner of such number or amount, as the case may be, of such Warrants for all purposes (regardless of any notice of ownership, trust, or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating such person.

Subject as provided below, title to the Registered Warrants will pass upon the registration of transfers in accordance with the provisions of the Agency Agreement.

A Registered Warrant may be transferred by the transferor or a person duly authorised on behalf of the transferor depositing at the specified office of the Registrar a duly completed transfer certificate (a "**Transfer Certificate**") in the form set out in the Agency Agreement (copies of which are available from the Registrar) signed by or on behalf of the transferor and upon the Registrar after due and careful enquiry being satisfied with the documents of title and the identity of the person making the request and subject to the regulations set out in Schedule 14 to the Agency Agreement, the Registrar should enter the name of the transferee in the Register for the Registered Warrants as the Holder of the Registered Warrant specified in the form of transfer.

Holders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration or exchange in the jurisdiction of the Issuer or in any other jurisdiction where the Registrar's specified office is located.

Registered Warrants and interests therein may not be transferred at any time, directly or indirectly, in the United States or to or for the benefit of a U.S. person, and any such transfer shall not be recognised.

## 24. EXERCISE RIGHTS (WARRANTS)

24.1 Exercise of Warrants

(a) American Style Warrants

American Style Warrants are exercisable on any Exercise Business Day during the Exercise Period.

*Clearing System Warrants*

The following provisions apply to Clearing System Warrants held by a Common Depository on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, CBF Warrants and Warrants held through Euroclear France ("**Euroclear France Warrants**"):

If (i) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (ii) if the Warrants are Physical Delivery Warrants, any American Style Warrant with respect to which no Exercise Notice (as defined below) has been delivered in the manner set out in Condition 25, at or prior to 10.00 a.m., Luxembourg or Brussels time, as appropriate, on the Expiration Date, shall become void.

If the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms, any such American Style Warrant shall be automatically exercised on the Expiration Date and the provisions of Condition 25.10 shall apply.

The Exercise Business Day during the Exercise Period on which an Exercise Notice is delivered prior to 10.00 a.m. (Local Time) to the relevant Clearing System, to the relevant Account Holder (in the case of Euroclear France Warrants) or to the Frankfurt Warrant Agent (in the case of CBF Warrants), and the copy thereof is received by the Principal Security Agent or, if the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms, the Expiration Date, is referred to herein as the "**Actual Exercise Date**". If any Exercise Notice is received by the relevant Clearing System, the relevant Account Holder or, as the case may be, the Frankfurt Warrant Agent, or if the copy thereof is received by the Principal Security Agent, in each case, after 10.00 a.m. (Local Time) on any Exercise Business Day during the Exercise Period, such Exercise Notice will be deemed to have been delivered on the next Exercise Business Day, which Exercise Business Day shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been delivered in the manner set out in Condition 25 at or prior to 10.00 a.m. (Local Time) on the Expiration Date shall (A) (I) if the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (II) if the Warrants are Physical Delivery Warrants, become void or (B) if the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms, be automatically exercised on the Expiration Date as provided above.

The following provisions apply to Rule 144A Global Warrants held by a Custodian on behalf of DTC:

If (i) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (ii) if the Warrants are Physical Delivery Warrants, any American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Expiration Date, shall become void.

If the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms, any such American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Expiration Date, shall be automatically exercised on the Expiration Date and the provisions of Condition 25.10 shall apply.

The Business Day during the Exercise Period immediately succeeding the Business Day in New York on which an Exercise Notice is received prior to 5.00 p.m., New York City time, by the New York Security Agent with a copy thereof received by the Principal Security Agent or, if Automatic Exercise is specified as applying in the applicable Final Terms and no Exercise Notice has been delivered at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Expiration Date, the Expiration Date, is referred to herein as the "**Actual Exercise Date**". If any such Exercise Notice is received by the New York Security Agent, or if the copy thereof is received by the Principal Security Agent, in each case, after 5.00 p.m. on any Business Day in New York, such Exercise Notice will be deemed to have been delivered on the next Business Day in New York and the Business Day in New York immediately succeeding such next Business Day in New York shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect

of which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Expiration Date shall (A) (I) if the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (II) the Warrants are Physical Delivery Warrants, become void or (B) if the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms, be automatically exercised on the Expiration Date as provided above.

*Registered Warrants*

If (i) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (ii) if the Warrants are Physical Delivery Warrants, any American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 10.00 a.m., Tokyo time, on the Expiration Date, shall become void.

If the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms any such American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 10.00 a.m., Tokyo time, on the Expiration Date shall be automatically exercised on the Expiration Date and the provisions of Condition 25.10 shall apply.

The Exercise Business Day during the Exercise Period on which an Exercise Notice is delivered prior to 10.00 a.m., Tokyo time, to the Registrar and a copy thereof so received by the Principal Security Agent or, if the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms and no Exercise Notice has been delivered at or prior to 10.00 a.m., Tokyo time, on the Expiration Date, the Expiration Date is referred to herein as the "**Actual Exercise Date**". If any such Exercise Notice is delivered to the Registrar, or if the copy thereof is received by the Principal Security Agent, in each case, after 10.00 a.m., Tokyo time, on any Business Day, such Exercise Notice will be deemed to have been delivered on the next Exercise Business Day which next Exercise Business Day shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been received in the manner set out in Condition 25, at or prior to 10.00 a.m., Tokyo time, on the Expiration Date shall (A) if (I) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (II) the Warrants are Physical Delivery Warrants, become void or (B) if the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms, be automatically exercised on the Expiration Date as provided above.

*Private Placement Definitive Warrants*

If (i) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (ii) if the Warrants are Physical Delivery Warrants, in the case of Private Placement Definitive Warrants, any American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Expiration Date, shall become void.

If the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms, any such American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Expiration Date, shall be automatically exercised on the Expiration Date and the provisions of Condition 25.10 shall apply.

The Business Day during the Exercise Period immediately succeeding the Business Day in New York on which an Exercise Notice is received prior to 5.00 p.m., New York City time, by the Definitive Security Agent with a copy thereof received by the Principal Security Agent or if Automatic Exercise is specified as applying in the applicable Final Terms and no Exercise Notice has been delivered at or prior to 5.00 p.m., New York

City time, on the Business Day in New York immediately preceding the Expiration Date, the Expiration Date is referred to herein as the "**Actual Exercise Date**". If any such Exercise Notice is received by the Definitive Security Agent, or if the copy thereof is received by the Principal Security Agent, in each case, after 5.00 p.m., New York City time, on any Business Day in New York, such Exercise Notice will be deemed to have been delivered on the next Business Day in New York and the Business Day in New York immediately succeeding such next Business Day in New York shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Expiration Date shall (A) if (I) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (II) the Warrants are Physical Delivery Warrants, become void or (B) if the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms, be automatically exercised on the Expiration Date as provided above.

*Italian Dematerialised Warrants*

If the Warrants are Italian Dematerialised Warrants, any American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 10.00 a.m., Milan time on the Expiration Date shall be automatically exercised on the Expiration Date.

The Exercise Business Day during the Exercise Period on which an Exercise Notice (an "**Exercise Notice**") in, or substantially in, the form set out in the applicable Final Terms, is delivered by the Holder prior to 10.00 a.m. (Milan time) to the Italian Security Agent, or if the Warrants are automatically exercised, the Expiration Date is referred to herein as the "**Actual Exercise Date**". If any Exercise Notice is received by the Italian Security Agent, in each case, after 10.00 a.m. (Milan time) on any Exercise Business Day during the Exercise Period, such Exercise Notice will be deemed to have been delivered on the next Exercise Business Day, which Exercise Business Day shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been delivered to the Italian Security Agent at or prior to 10.00 a.m. (Milan time) on the Expiration Date shall be automatically exercised on the Expiration Date as provided above.

If the Warrants are Italian Dematerialised Warrants and Italian Listed Warrants and such Warrants are automatically exercised on the Expiration Date, prior to the Renouncement Notice Cut-off Time as specified in the applicable Final Terms on the Expiration Date the Holder of a Warrant may renounce automatic exercise of such Warrant by the delivery or sending by fax of a duly completed Renouncement Notice (a "**Renouncement Notice**") in, or substantially in, the form set out in the applicable Final Terms to the Italian Security Agent. Once delivered a Renouncement Notice shall be irrevocable. Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by the Italian Security Agent (in consultation with Monte Titoli) and shall be conclusive and binding on the Issuer, the Guarantor, if applicable, and the relevant Holder. Subject as set out below, any Renouncement Notice so determined to be incomplete or not in proper form shall be null and void. If such Renouncement Notice is subsequently corrected to the satisfaction of the Italian Security Agent, it shall be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the Italian Security Agent.

*CREST Dematerialised Warrants*

American Style CREST Dematerialised Warrants are exercisable ("**Manual Exercise**") on any Exercise Business Day during the Exercise Period by the delivery of an Exercise Notice to the Euroclear Registrar in the manner set out in Condition 25.

Any American Style CREST Dematerialised Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25 at or prior to 10.00 a.m. London time on the last Exercise Business Day of the Exercise Period (the "**Expiration Date**") shall be exercised by the Euroclear Registrar on

behalf of the relevant Holders on the Expiration Date ("**Automatic Exercise**"). Automatic Exercise is conditional upon the Cash Settlement Amount or the Assessed Value Payment Amount, as applicable, of the relevant Warrant being greater than zero. If the Cash Settlement Amount or the Assessed Value Payment Amount, as applicable, of the relevant Warrant is not greater than zero, no Automatic Exercise shall occur. The expressions "exercise", "due exercise" and related expressions shall be construed to apply to any American Style CREST Dematerialised Warrants to which Automatic Exercise applies in accordance with this provision.

With respect to an American Style CREST Dematerialised Warrant, the "**Actual Exercise Date**" means (a) in the case of Manual Exercise, the Exercise Business Day during the Exercise Period on which an Exercise Notice in respect of an American Style Warrant is delivered to the Euroclear Registrar at or prior to 10.00 a.m. London time or (b) in the case of Automatic Exercise, the Expiration Date. If any Exercise Notice in respect of an American Style Warrant is received by the Euroclear Registrar after 10.00 a.m. London time on any Exercise Business Day during the Exercise Period, such Exercise Notice will be deemed to have been delivered on the next Exercise Business Day, which Exercise Business Day shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been delivered in the manner set out in Condition 25 at or prior to 10.00 a.m. London time on the Expiration Date shall be automatically exercised on the Expiration Date as provided above.

(b) European Style Warrants

European Style Warrants are only exercisable on the Exercise Date.

*Clearing System Warrants*

The following provisions apply to Clearing System Warrants held by a Common Depository on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, CBF Warrants and Euroclear France Warrants:

If (i) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (ii) the Warrants are Physical Delivery Warrants, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 10.00 a.m. (Local Time) on the Actual Exercise Date, shall become void.

If the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms, any such European Style Warrant shall be automatically exercised on the Actual Exercise Date and the provisions of Condition 25.10 shall apply.

The following provisions apply to Rule 144A Global Warrants held by a Custodian on behalf of DTC:

If (i) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (ii) the Warrants are Physical Delivery Warrants, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Actual Exercise Date, shall become void.

If the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms, any such European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Actual Exercise Date, shall be automatically exercised on the Actual Exercise Date and the provisions of Condition 25.10 shall apply.

*Registered Warrants*

If (i) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (ii) the Warrants are Physical Delivery Warrants, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 10.00 a.m., Tokyo time, on the Actual Exercise Date, shall become void. If the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms, any such European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 10.00 a.m., Tokyo time, on the Actual Exercise Date, shall be automatically exercised on the Actual Exercise Date and the provisions of Condition 25.10 shall apply.

*Private Placement Definitive Warrants*

If (i) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (ii) the Warrants are Physical Delivery Warrants, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Actual Exercise Date, shall become void.

If the Warrants are Cash Settled Warrants and Automatic Exercise is specified as applying in the applicable Final Terms, any such European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 25, at or prior to 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Actual Exercise Date, shall be automatically exercised on the Actual Exercise Date and the provisions of Condition 25.10 shall apply.

*Swedish Dematerialised Warrants*

If the Warrants are Swedish Dematerialised Warrants, the Warrants will be automatically exercised on the Exercise Date.

*Finnish Dematerialised Warrants*

If the Warrants are Finnish Dematerialised Warrants, the Warrants will be automatically exercised on the Exercise Date.

*Danish Dematerialised Warrants*

If the Warrants are Danish Dematerialised Warrants, the Warrants will be automatically exercised on the Exercise Date.

*Italian Dematerialised Warrants*

If the Warrants are Italian Dematerialised Warrants, the Warrants will be automatically exercised on the Exercise Date, subject as provided in the following paragraph.

If the Warrants are Italian Dematerialised Warrants and Italian Listed Warrants, prior to the Renouncement Notice Cut-off Time as specified in the applicable Final Terms on the Exercise Date, the Holder of a Warrant may renounce automatic exercise of such Warrant by the delivery or sending by fax of a duly completed Renouncement Notice (a "**Renouncement Notice**") in, or substantially in, the form set out in the applicable Final Terms to the Italian Security Agent. Once delivered a Renouncement Notice shall be irrevocable. Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by the Italian Security Agent (in consultation with Monte Titoli) and shall be conclusive and binding on the Issuer, the Guarantor, if applicable, and the relevant Holder. Subject as set out below, any Renouncement

Notice so determined to be incomplete or not in proper form shall be null and void. If such Renouncement Notice is subsequently corrected to the satisfaction of the Italian Security Agent, it shall be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the Italian Security Agent.

*CREST Dematerialised Warrants*

European Style CREST Dematerialised Warrants shall be exercised by the Euroclear Registrar on behalf of the relevant Holders on the Exercise Date or if such day is not an Exercise Business Day the immediately succeeding Exercise Business Day (the "**Actual Exercise Date**" and the "**Expiration Date**" and any such exercise, in relation to a European Style Warrant, an "**Automatic Exercise**"). Automatic Exercise is conditional on the Cash Settlement Amount or the Assessed Value Payment Amount, as applicable, of the relevant Warrant being greater than zero. If the Cash Settlement Amount or the Assessed Value Payment Amount, as applicable, of the relevant Warrant is not greater than zero, no Automatic Exercise shall occur. The expressions "**exercise**", "**due exercise**" and related expressions shall be construed to apply to the automatic exercise of European Style Warrants in accordance with this provision.

24.2 Cash Settlement

If the Warrants are Cash Settled Warrants, each such Warrant or, if Units are specified in the applicable Final Terms, each Unit entitles its Holder, upon due exercise and subject, in the case of Warrants represented by a Clearing System Global Warrant, other than a Rule 144A Global Warrant, or a Registered Warrant, to certification as to non-U.S. beneficial ownership, and, in the case of Warrants represented by Rule 144A Global Warrants and Private Placement Definitive Warrants, to such certifications as to compliance with U.S. securities laws as the Issuer shall require or as shall be set out in the applicable Final Terms, to receive from the Issuer on the Settlement Date the Cash Settlement Amount

If Aggregation is specified as applicable in the applicable Final Terms Warrants exercised at the same time by the same Holder will be aggregated for the purpose of determining the aggregate Cash Settlement Amounts payable in respect of such Warrants or Units, as the case may be.

24.3 Physical Settlement

If the Warrants are Physical Delivery Warrants, each such Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, entitles its Holder, upon due exercise and subject, in the case of Warrants represented by a Clearing System Global Warrant, other than a Rule 144A Global Warrant, or a Registered Warrant, to certification as to non-U.S. beneficial ownership, and, in the case of Warrants represented by a Rule 144A Global Warrant or a Private Placement Definitive Warrant, to such certifications as to compliance with U.S. securities laws as the Issuer shall require, to receive from the Issuer on the Settlement Date the Entitlement subject to (a) in the case of CREST Dematerialised Warrants, delivery of the Exercise Notice to the Euroclear Registrar at or prior to 10.00 a.m. London time on the Expiration Date as provided in Condition 25 and (b) payment of the relevant Exercise Price and any other sums payable. The method of delivery of the Entitlement is set out in the applicable Final Terms.

If Aggregation is specified as applicable in the applicable Final Terms Warrants or Units, as the case may be, exercised at the same time by the same Holder will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Warrants or Units, as the case may be, provided that the aggregate Entitlements in respect of the same Holder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, and a cash adjustment will be made in respect thereof.

Following exercise of a Share Security which is a Physical Delivery Warrant, all dividends on the relevant Shares to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Shares executed on the relevant Actual Exercise Date and to be delivered in the same manner as such relevant Shares. Any such dividends to be paid to a Holder will be paid to the account specified by the Holder in the relevant Exercise Notice as referred to in Condition 25.

Commodity Securities shall not be Physical Delivery Warrants.

24.4 General

In relation to any Cash Settled Warrants where Automatic Exercise is specified as applying in the applicable Final Terms, the expressions "**exercise**", "**due exercise**" and related expressions shall be construed to apply to any such Cash Settled Warrants which are automatically exercised in accordance with the above provisions.

All references in this Condition to "**London time**", "**Luxembourg or Brussels time**" or "**New York time**" shall, where Warrants are cleared through an additional or alternative clearing system, be deemed to refer as appropriate to the time in the city where the relevant clearing system is located.

## 25. EXERCISE PROCEDURE (WARRANTS)

25.1 Exercise Notice in respect of Clearing System Warrants

Subject as provided in Condition 25.10, Warrants represented by a Clearing System Global Warrant held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, CBF Warrants and Euroclear France Warrants, may only be exercised by the delivery, or the sending by fax, of a duly completed exercise notice (an "**Exercise Notice**") in the form set out in the Agency Agreement (copies of which form may be obtained from the relevant Clearing System (in the case of English Law Warrants other than English Law Warrants held through Euroclear France and CBF Warrants), the relevant Account Holder (in the case of Euroclear France Warrants) or the Frankfurt Warrant Agent (in the case of CBF Warrants) and the relevant Security Agents during normal office hours) or (in the case of CBF Warrants) such other form as may be acceptable to the Frankfurt Warrant Agent to the relevant Clearing System or, as the case may be, the relevant Account Holder or (in the case of CBF Warrants) the Frankfurt Warrant Agent, with a copy to the Principal Security Agent in accordance with the provisions set out in Condition 24 and this Condition. In the case of CBF Warrants, the relevant Holder must also deliver to the Frankfurt Warrant Agent the CBF Warrants to which such Exercise Notice relates and failure to deliver such CBF Warrants at or prior to the time such Exercise Notice is delivered shall render such Exercise Notice null and void.

Subject as provided in Condition 25.10, Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC may only be exercised by the delivery by facsimile of a duly completed Exercise Notice in the form set out in the Agency Agreement (copies of which form may be obtained from the relevant Security Agents) to the New York Security Agent with a copy to the Principal Security Agent, in accordance with the provisions set out in Condition 24 and this Condition.

(a) In the case of Cash Settled Warrants, the Exercise Notice shall:

(i) specify the Series number of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;

(ii) other than in the case of CBF Warrants, specify the number of the Holder's securities account at the relevant Clearing System (in the case of English Law Warrants other than English Law Warrants held through Euroclear France) or the relevant Account Holder (in the case of Euroclear France Warrants) to be debited with the Warrants or in the case of Warrants

represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, specify the designated account at DTC to be debited with the Warrants being exercised;

(iii) other than in the case of CBF Warrants, irrevocably instruct the relevant Clearing System or, as the case may be, the relevant Account Holder to debit on or before the Settlement Date the Holder's securities account with the Warrants being exercised or in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, irrevocably instruct the New York Security Agent to exercise the Warrants debited to the account of the Holder and credited to the account of the New York Security Agent by means of DTC's DWAC function;

(iv) (A) specify the number of the account at the relevant Clearing System or, as the case may be, the relevant Account Holder to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised or (B) in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, specify the details of the account to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised;

(v) (A) include an undertaking to pay all Security Expenses, and an authority to the relevant Clearing System or, as the case may be, the relevant Account Holder to deduct an amount in respect thereof from any Cash Settlement Amount due to such Holder and/or to debit a specified account at the relevant Clearing System or as the case may be, the relevant Account Holder or (B) in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, an authority to the New York Security Agent to deduct an amount in respect thereof from any Cash Settlement Amount due to such Holder and to pay such Security Expenses and/or to debit a specified account of the Holder in respect thereof and to pay such Security Expenses;

(vi) certify, if required, in the case of Warrants represented by a Clearing System Global Warrant other than a Rule 144A Global Warrant, that the beneficial owner of each Warrant being exercised is not a U.S. person (as defined in the Exercise Notice), the Warrant is not being exercised within the United States or on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any exercise thereof; and, where appropriate, including in the case of Warrants represented by a Rule 144A Global Warrant, undertake to provide such various forms of certification in respect of restrictions under the securities, commodities, tax and other laws of the United States of America as required by the relevant Agent; and

(vii) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

(b) In the case of Physical Delivery Warrants, the Exercise Notice shall:

(i) specify the series number of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;

(ii) other than in the case of CBF Warrants, specify the number of the Holder's securities account at the relevant Clearing System or, as the case may be, the relevant Account Holder to be debited with the Warrants being exercised or, in case of Warrants represented by a Rule

144A Global Warrant held by a Custodian on behalf of DTC, specify the designated account at DTC to be debited with the Warrants being exercised;

(iii) other than in the case of CBF Warrants, irrevocably instruct Clearstream, Luxembourg or Euroclear and/or any other relevant Clearing System or, as the case may be, the relevant Account Holder to debit on or before the Settlement Date the Holder's securities account with the Warrants being exercised or Units, as the case may be, being exercised or in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, irrevocably instruct the New York Security Agent to exercise the Warrants or Units, as the case may be, debited to the account of the Holder and credited to the account of the New York Security Agent by means of DTC's Deposit and Withdrawal at Custodian, or "DWAC", function;

(iv) irrevocably instruct the relevant Clearing System or, as the case may be, the relevant Account Holder to debit on the Actual Exercise Date a specified account with such Clearing System or Account Holder with the aggregate Exercise Prices in respect of such Warrants or Units, as the case may be (together with any other amounts payable), or, in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, contain an undertaking to pay BNPP the aggregate Exercise Prices in respect of such Warrants or Units, as the case may be (together with any other amounts payable), to the account of the New York Security Agent on the Actual Exercise Date;

(v) include an undertaking to pay all Security Expenses and (A) in the case of Warrants represented by a Clearing System Global Warrant held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System, CBF Warrants or a Euroclear France Warrant, an authority to the relevant Clearing System or, as the case may be, the relevant Account Holder to debit a specified account at the relevant Clearing System or at the relevant Account Holder in respect thereof and to pay such Security Expenses, or (B) in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, an authority to the New York Security Agent to debit a specified account of the Holder in respect thereof and to pay such Security Expenses;

(vi) include such details as are required by the applicable Final Terms for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and (A) specify the name and the number of the account with the relevant Clearing System or, as the case may be, the relevant Account Holder to be credited with any cash payable by the Issuer, either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Cash Settlement Price, as applicable, or as a result of the Issuer electing to pay the Alternate Cash Amount, or (B) in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, specify the details of the account to be credited with any cash payable by BNPP, either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of BNPP electing to pay the Alternate Cash Amount;

(vii) in the case of Currency Securities only, specify the number of the account at the relevant Clearing System or, as the case may be, the relevant Account Holder to be credited with the

amount due upon exercise of the Warrants or Units, as the case may be, or in the case of Currency Securities represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, specify the designated account at DTC to be credited with the amount due upon exercise of the Warrants or Units, as the case may be;

(viii) certify, in the case of Warrants represented by a Clearing System Global Warrant other than a Rule 144A Global Warrant, that the beneficial owner of each Warrant being exercised is not a U.S. person (as defined in the Exercise Notice), the Warrant is not being exercised within the United States or on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any exercise thereof and, where appropriate, including in the case of Warrants represented by a Rule 144A Global Warrant, undertake to provide such various forms of certification in respect of restrictions under the securities, commodities, tax and other laws of the United States of America as indicated and set out in the applicable Final Terms; and

(ix) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

(c) If Condition 5.3(b) applies, the form of Exercise Notice required to be delivered will be different from that set out above. Copies of such Exercise Notice may be obtained from the relevant Clearing System, the relevant Account Holder or, as the case may be, the Frankfurt Warrant Agent and the Security Agents during normal office hours.

If Condition 5.3(b) applies, Holders will be required to deliver an Exercise Notice specifying appropriate information relating to the settlement of Cash Settled Warrants.

25.2 Exercise Notice in respect of Private Placement Definitive Warrants

Warrants may only be exercised by the delivery by facsimile of a duly completed exercise notice (an "**Exercise Notice**") in the form set out in the Agency Agreement (copies of which form may be obtained from the relevant Security Agents during normal office hours) to the Definitive Security Agent with a copy to the Principal Security Agent in accordance with the provisions set out in Condition 24 and this Condition.

(a) In the case of Cash Settled Warrants, the Exercise Notice shall:

(i) specify the series number of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;

(ii) irrevocably instruct the Definitive Security Agent to remove from the Private Placement Register on or before the Settlement Date the Warrants being exercised;

(iii) specify the details of the account to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised;

(iv) include an undertaking to pay all Security Expenses and an authority to the Definitive Security Agent to deduct an amount in respect thereof from any Cash Settlement Amount due to such Holder and/or to debit a specified account of the Holder in respect thereof;

(v) include an undertaking to provide such various forms of certification in respect of restrictions under the securities, commodities, tax and other laws of the United States of America as required by the relevant Agent; and

(vi) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

(b) In the case of Physical Delivery Warrants, the Exercise Notice shall:

(i) specify the series number of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;

(ii) irrevocably instruct the Registrar to remove from the Register on or before the Settlement Date the Warrants being exercised;

(iii) include an undertaking to pay BNPP the aggregate Exercise Prices in respect of such Warrant, or Units, as the case may be (together with any other amount payable), to the account of the Definitive Security Agent on the Actual Exercise Date;

(iv) include an undertaking to pay all Security Expenses and an authority to the Definitive Security Agent to deduct an amount in respect thereof from any Cash Settlement Amount due to such Holder and/or to debit a specified account of the Holder in respect thereof;

(v) include such details as are required by the applicable Final Terms for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the account to be credited with any cash payable by BNPP, either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of BNPP electing to pay the Alternate Cash Amount;

(vi) in the case of Currency Securities only, specify the details of the account to be credited with the amount due upon exercise of the Warrants;

(vii) include an undertaking to provide such various forms of certification in respect of restrictions under the securities, commodities, tax and other laws of the United States of America as required by the relevant Agent; and

(viii) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

(c) If Condition 5.3(b) applies, the form of Exercise Notice required to be delivered will be different from that set out above. Copies of such Exercise Notice may be obtained from the Definitive Security Agent.

25.3 Exercise Notice in respect of Registered Warrants

The following provisions apply to Registered Warrants:

Warrants may only be exercised by the delivery in writing of a duly completed exercise notice (an "**Exercise Notice**") in the form set out in the Agency Agreement (copies of which form may be obtained from the Registrar) to the Registrar with a copy to the Principal Security Agent in accordance with the provisions set out in Condition 24 and this Condition.

(a) In the case of Cash Settled Warrants, the Exercise Notice shall:

(i) specify the series number of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;

(ii) irrevocably instruct the Registrar to remove from the Register on or before the Settlement Date the Warrants being exercised;

(iii) specify the details of the account to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised;

(iv) include an undertaking to pay all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with the exercise of such Warrants ("**Security Expenses**") and an authority to the Registrar to deduct an amount in respect thereof from any Cash Settlement Amount due to such Holder;

(v) certify, *inter alia*, that the beneficial owner of each Warrant being exercised is not a U.S. person (as defined in the Exercise Notice), the Warrant is not being exercised within the United States or on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any exercise thereof; and

(vi) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

(b) In the case of Physical Delivery Warrants, the Exercise Notice shall:

(i) specify the series number of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;

(ii) irrevocably instruct the Registrar to remove from the Register on or before the Settlement Date the Warrants being exercised;

(iii) include an undertaking to pay to the Issuer the aggregate Exercise Prices in respect of such Warrants or Units, as the case may be (together with any other amounts payable);

(iv) include an undertaking to pay all Security Expenses;

(v) include such details as are required by the applicable Final Terms for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the

account to be credited with any cash payable by the Issuer, either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Cash Settlement Price, as applicable, or as a result of the Issuer electing to pay the Alternate Cash Amount;

(vi) in the case of Currency Securities only, specify the details of the account to be credited with the amount due upon exercise of the Warrants;

(vii) certify, *inter alia*, that the beneficial owner of each Warrant being exercised is not a U.S. person (as defined in the Exercise Notice), the Warrant is not being exercised within the United States or on behalf of a U.S. person and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any exercise thereof; and

(viii) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

(c) If Condition 5.3(b) applies, the form of Exercise Notice required to be delivered will be different from that set out above. Copies of such Exercise Notice may be obtained from the Registrar.

25.4 Exercise Notice in respect of Italian Dematerialised Warrants

Warrants which are Italian Dematerialised Warrants may be exercised by the delivery or the sending by fax of a duly completed Exercise Notice to the Italian Security Agent in accordance with the provisions set out in Condition 24 and this Condition.

The Exercise Notice shall:

(a) specify the series number of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;

(b) specify the number of the Holder's securities account with Monte Titoli to be debited with the Warrants;

(c) irrevocably instruct Monte Titoli to debit on or before the Settlement Date, the specified securities account with the Warrants being exercised;

(d) specify the number of the Holder's account to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised;

(e) include an undertaking to pay or procure the payment of all Security Expenses, and an authority to the Italian Security Agent to deduct any amount in respect thereof from any Cash Settlement Amount due to such Holder and/or to debit the specified account of the Holder; and

(f) certify that the beneficial owner of each Warrant being exercised is not a U.S. person (as defined in the Exercise Notice), the Warrant is not being exercised within the United States or on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any exercise thereof; and, where appropriate, undertake to provide such various forms of certification in respect of

restrictions under the securities, commodities, tax and other laws of the United States of America as required by the relevant Agent.

25.5 Exercise Notice in respect of CREST Dematerialised Warrants

Warrants which are CREST Dematerialised Warrants may be exercised prior to the Expiration Date by the delivery in writing or the sending by fax of a duly completed Exercise Notice to the Euroclear Registrar in accordance with the provisions set out in Condition 24 and this Condition 25.5.

The Exercise Notice shall:

(a) specify the name, address and a contact telephone number of the relevant Holder;

(b) request the exercise of the Warrants or Units to which the Exercise Notice relates;

(c) specify the series number of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;

(d) specify the Participant ID and Member Account (if any) of the Holder at the Operator which the Warrants to which the Exercise Notices relates will be delivered to the Euroclear Registrar's account with the Operator against payment of the Cash Settlement Amount (if any) less any Security Expenses;

(e) irrevocably agree to deliver such instructions to the Operator as may be requested by the Euroclear Registrar to give effect to the delivery and payment on the Settlement Date described in (d) above;

(f) include an undertaking to pay or procure the payment of all Security Expenses, and an authority to the Euroclear Registrar to deduct any amount in respect thereof from any Cash Settlement Amount due to such Holder and/or to debit the cash memorandum account of the Holder;

(g) certify that the beneficial owner of each Warrant being exercised is not a U.S. person (as defined in the Exercise Notice), the Warrant is not being exercised within the United States or on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any exercise thereof, and, where appropriate, undertake to provide such various forms of certification in respect of restrictions under the securities, commodities, tax and other laws of the United States of America as required by the relevant Agent;

(h) authorise the production of the Exercise Notice in any applicable administrative or legal proceedings; and

(i) in the case of Physical Delivery Warrants, the Exercise Notice shall also:

(i) specify the cash memorandum account of the Holder as shown in the records of the Operator from which the aggregate Exercise Prices and all Security Expenses (together with any other amounts payable) in respect of such Warrants will be paid to the Euroclear Registrar's account with the Operator against delivery of the Entitlement on the Settlement Date;

(ii) irrevocably agree to deliver such instructions to the Operator as may be requested by the Euroclear Registrar to give effect to the delivery and payments described in (i)(i) above; and

(iii) include such details as are required by the applicable Final Terms for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or

agent to whom documents evidencing the Entitlement are to be delivered and specify the name and number of the Holder's cash memorandum account as shown in the records of the Operator to be credited with any cash payable by BNPP B.V., either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and BNPP B.V. electing to pay the Disruption Cash Settlement Price or Failure to Deliver Settlement Price, as applicable, or as a result of BNPP B.V. electing to pay the Alternate Cash Amount.

25.6 Verification of the Holder

In the case of Clearing System Warrants (other than Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC and CBF Warrants), upon receipt of an Exercise Notice, the relevant Clearing System (in the case of English Law Warrants) or the relevant Account Holder (in the case of French Law Warrants) or the Frankfurt Warrant Agent (in the case of CBF Warrants) shall verify that the person exercising the Warrants is the holder thereof according to the books of such Clearing System (in the case of English Law Warrants) or in the accounts of the relevant Account Holders (in the case of French Law Warrants). Subject thereto, the relevant Clearing System, the relevant Account Holder or, as the case may be, Frankfurt Warrant Agent will confirm to the Principal Security Agent the series number and the number of Warrants being exercised and the account details, if applicable, for the payment of the Cash Settlement Amount or, as the case may be, the details for the delivery of the Entitlement of each Warrant or Unit, as the case may be, being exercised. Upon receipt of such confirmation, the Principal Security Agent will inform the Issuer thereof. The relevant Clearing System or, as the case may be, the relevant Account Holder will on or before the Settlement Date debit the securities account of the relevant Holder or, in the case of CBF Warrants, the securities account of the Frankfurt Warrant Agent with the Warrants being exercised. If the Warrants are American Style Warrants, upon exercise of less than all the English Law Warrants constituted by the relevant Clearing System Global Warrant, the Common Depositary or (in the case of CBF Warrants) Clearstream, Frankfurt will, on the instructions of, and on behalf of the Principal Security Agent, note such exercise on the Schedule to such Clearing System Global Warrant and the number of Warrants so constituted shall be reduced by the cancellation *pro tanto* of the Warrants so exercised.

In the case of Registered Warrants, upon receipt of an Exercise Notice, the Registrar shall verify that the person exercising the Warrants is the Holder according to the Register. Subject thereto, the Registrar shall confirm to the Issuer and the Agent the series number and the number of Warrants being exercised and the account details, if applicable, for the payment of the Cash Settlement Amount or, as the case may be, the details for delivery of the Entitlement of each Warrant or Unit, as the case may be, being exercised. The Registrar will on or before the Settlement Date remove from the Register the Warrants being exercised. If the Warrants are American Style Warrants, upon exercise of less than all the Warrants constituted by the Registered Global Warrant, the Registrar will note such exercise on the Schedule to the Registered Global Warrant and the number of Warrants so constituted shall be reduced by the cancellation *pro tanto* of the Warrants so exercised.

In the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, upon receipt of an Exercise Notice, the New York Security Agent shall verify that the person exercising the Warrants is the Holder according to the records of DTC. Subject thereto, the New York Security Agent shall notify BNPP of the number of Warrants being exercised and the account details, if applicable, for the payment of the Cash Settlement Amount or, as the case may be, the details for delivery of the Entitlement in respect of each Warrant or Unit, as the case may be, being exercised. If the Warrants are American Style Warrants, upon exercise of less than all the Warrants constituted by the Rule 144A Global Warrant held by a Custodian on behalf of DTC, the New York Security Agent will note such exercise on the Schedule to such Rule 144A

Global Warrant and the number of Warrants so constituted shall be reduced by the cancellation *pro tanto* of the Warrants so exercised.

In the case of Private Placement Definitive Warrants, upon receipt of an Exercise Notice, the Definitive Security Agent shall verify that the person exercising the Warrants is the Holder according to the Private Placement Register. Subject thereto, the Definitive Security Agent shall notify BNPP of the number of Warrants being exercised and the account details, if applicable, for the payment of the Cash Settlement Amount, or, as the case may be, the details for delivery of the Entitlement in respect of each Warrant or Unit being exercised. If the Warrants are American Style Warrants, upon exercise of less than all the Warrants constituted by such Private Placement Definitive Warrant, the Holder will surrender such Private Placement Definitive Warrant and BNPP shall execute and the Definitive Security Agent shall authenticate and make available for delivery to the Holder a new Private Placement Definitive Warrant, in an amount equal to, and in exchange for, the unexercised portion of the Private Placement Definitive Warrant being surrendered. Notwithstanding any other provision set out herein, Private Placement Definitive Warrants may only be exercised in a notional amount of at least U.S. $250,000, and the remaining unexercised portion thereof must be at least U.S. $250,000.

In the case of Italian Dematerialised Warrants, upon receipt of an Exercise Notice, the Italian Security Agent shall verify that the person exercising the Warrants is the holder thereof according to the records of Monte Titoli. Subject thereto, Monte Titoli will confirm to the Italian Security Agent the series number and the number of Warrants being exercised and the account details for the payment of the Cash Settlement Amount. Upon such verification, the Italian Security Agent will inform the Issuer thereof. Monte Titoli will on or before the Settlement Date debit the securities account of the relevant Holder with the Warrants being exercised and accordingly reduce the number of Warrants of the relevant series by the cancellation *pro tanto* of the Warrants so exercised.

In the case of CREST Dematerialised Warrants, upon receipt of an Exercise Notice, the Euroclear Registrar shall verify that the person delivering such notice is the holder of the related CREST Dematerialised Warrants according to the Record maintained by the Euroclear Registrar. Subject thereto, the Euroclear Registrar on behalf of the Issuer, shall promptly liaise with the Holder to request that it delivers any necessary instructions to the Operator referred to above to give effect to the delivery of the relevant Warrants to the Euroclear Registrar's account with the Operator against payment of the Cash Settlement Amount (if any) less any Security Expenses on the Settlement Date. Settlement of the relevant Warrants is conditional on any such necessary instructions being given by the Holder.

25.7 Settlement

(a) Cash Settled Warrants

If the Warrants are Cash Settled Warrants other than Swedish Dematerialised Warrants, Finnish Dematerialised Warrants, Danish Dematerialised Warrants, Italian Dematerialised Warrants or CREST Dematerialised Warrants, the Issuer shall on the Settlement Date pay or cause to be paid the Cash Settlement Amount (if any) for each duly exercised Warrant or Unit, as the case may be, to the account specified in the relevant Exercise Notice for value on the Settlement Date less any Security Expenses.

If the Warrants are Swedish Dematerialised Warrants, payment of the Cash Settlement Amount (if any) will be made to the persons registered as Holders in the register maintained by Euroclear Sweden on the fourth Business Day immediately prior to the Settlement Date (the "**Swedish Record Date**"). The Swedish Security Agent will pay the Cash Settlement Amount through Euroclear Sweden to each Holder appearing in the Euroclear Sweden Register on the Swedish Record Date on the Settlement Date.

If the Warrants are Finnish Dematerialised Warrants, payment of the Cash Settlement Amount (if any) will be made to the persons registered as Holders in the register maintained by Euroclear Finland on the fifth trading day following the Valuation Date (the "**Finnish Record Date**"). The Finnish Security Agent will pay the Cash Settlement Amount on the third Business Day following the Finnish Record Date to each Holder appearing in the Euroclear Finland Register on the Finnish Record Date. In the event of late payment not due to an event or circumstance mentioned below in this paragraph, penalty interest will be payable on the overdue amount from the due date for payment thereof up to and including the date on which payment is made at an interest rate corresponding to, in the case of Helsinki Business Day, EURIBOR (or any other interbank offered rate applicable in Helsinki) increased by one percentage point. Interest will not be capitalized. Where the Issuer, the Guarantor (if any) or any Security Agent, due to any legal enactment (domestic or foreign), the intervention of a public authority (domestic or foreign), an act of war, strike, blockade, boycott, lockout or any other similar event or circumstance, is prevented from effecting payment, such payment may be postponed until the time the event or circumstance impeding payment has ceased, with no obligation to pay penalty interest. The provisions in this paragraph shall apply to the extent that nothing to the contrary follows from the provisions of the Finnish Act on the Book-Entry System and Clearing (*Fin. laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (749/2012)) and the Finnish Act on Book-Entry Accounts (*Fin. laki arvo-osuustileistä* (827/1991)).

If the Warrants are Danish Dematerialised Warrants, payment of the Cash Settlement Amount (if any) will be made to the persons registered as Holders in the register maintained by VP Denmark on the fourth Business Day immediately prior to the Settlement Date (the "**Danish Record Date**"). The Danish Security Agent will pay the Cash Settlement Amount through VP Denmark to each Holder appearing in the VP Denmark Register on the Danish Record Date on the Settlement Date.

If the Warrants are Italian Dematerialised Warrants, the Issuer shall on the Settlement Date pay or cause to be paid the Cash Settlement Amount (if any) for each duly exercised Warrant or Unit, as the case may be, by credit or transfer to the Holder's account at Monte Titoli for value on the Settlement Date less any Security Expenses. The Issuer or the Guarantor will be discharged by payment to, or to the order of, Monte Titoli in respect of the amount so paid. Each of the persons shown in the records of Monte Titoli as the holder of a particular amount of the Warrants must look solely to Monte Titoli for his share of each such payment so made to, or to the order of, Monte Titoli.

If the Warrants are CREST Dematerialised Warrants, the Euroclear Registrar shall pay or cause to be paid the Cash Settlement Amount (if any) for each duly exercised Warrant or Unit, as the case may be, to the relevant Holder's cash memorandum account (as shown in the records of the Operator), such payment to be made in accordance with the rules of the Operator. In the case of an American Style Warrant that is Manually Exercised, payment of the Cash Settlement Amount as described above shall be subject to the delivery of the Warrant to the Euroclear Registrar's account with the Operator in accordance with the rules of the Operator. Payments in respect of CREST Dematerialised Warrants will be discharged by payment (as shown in the records of the Operator) to the cash account of the relevant Holder. Each of the persons shown in the Operator register of eligible debt securities as the holder of a particular amount of the Warrants must look solely to the settlement bank or the institution at which the cash account is held for his share of each such payment so made by or on behalf of BNPP B.V. as Issuer.

(b) Physical Delivery Warrants

Subject as provided in Condition 24.3 the Issuer shall on the Settlement Date deliver, or procure the delivery of, the Entitlement for each duly exercised Warrant or Unit, as the case may be, pursuant to the details specified in the Exercise Notice. Subject as provided in Condition 24.3, the Entitlement shall be delivered and evidenced in such manner as set out in the applicable Final Terms.

In the event that a Holder does not, in respect of a Physical Delivery CREST Dematerialised Warrant, deliver an Exercise Notice in accordance with Condition 25 above on or prior to 10.00 a.m. London time on the Expiration Date, the Issuer shall as soon as reasonably practicable determine the Assessed Value Payment Amount and in respect of such Warrant shall credit the Assessed Value Payment Amount to the cash memorandum account of the relevant Warrantholder in the same manner as for a Cash Settlement Amount in accordance with Condition 25 as soon as reasonably practicable following the determination of the Assessed Value Payment Amount. Upon payment of the Assessed Value Payment Amount as aforesaid, the Issuer's obligations in respect of such Warrant and the Guarantor's obligations in respect of such Warrant pursuant to the Guarantee shall be discharged. As used herein, "**Assessed Value Payment Amount**" means an amount determined by the Calculation Agent acting in good faith and in a commercially reasonable manner to be the fair market value of the Relevant Assets comprised in the Entitlement in respect of the relevant Warrant less any Security Expenses.

25.8 Determinations

Any determination as to whether an Exercise Notice is duly completed and in proper form shall be made by (a) in the case of CBF Warrants, the Frankfurt Warrant Agent, (b) in the case of Clearing System Warrants (other than CBF Warrants or Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC), the relevant Clearing System (in the case of English Law Warrants other than English Law Warrants held through Euroclear France) or the relevant Account Holder (in the case of Euroclear France Warrants), (c) in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, the New York Security Agent, (d) in the case of Private Placement Definitive Warrants, the Definitive Security Agent, (e) in the case of Registered Warrants, the Registrar, in each case, in consultation with the Principal Security Agent, (f) in the case of Italian Dematerialised Warrants, the Italian Security Agent (in consultation with Monte Titoli) or (g) in the case of CREST Dematerialised Warrants, the Euroclear Registrar and shall be conclusive and binding on the Issuer, the Guarantor, if any, the Security Agents and the relevant Holder. Subject as set out below, any Exercise Notice so determined to be incomplete or not in proper form, or which is not copied to the Issuer or (other than in the case of CREST Dematerialised Warrants) the Principal Security Agent, as the case may be, immediately after being delivered or sent to the relevant Clearing System, the Frankfurt Warrant Agent, the New York Security Agent or the Definitive Security Agent, the Italian Security Agent as provided in Condition 25.4 above or the Euroclear Registrar, as provided in Condition 25.5 above, as the case may be, or, as the case may be, the relevant Account Holder as provided in Condition 25.1 above or the Registrar as provided in Condition 25.3 above, as the case may be, shall be null and void. In the case of Italian Dematerialised Warrants, the Italian Security Agent shall use its best efforts promptly to notify the Holder submitting an Exercise Notice if, in consultation with Monte Titoli, it has determined that such Exercise Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Guarantor, if any, the Italian Security Agents or Monte Titoli shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If such Exercise Notice is subsequently corrected to the satisfaction of the relevant Clearing System, the Frankfurt Warrant Agent, the New York Security Agent, the Definitive Security Agent, the relevant Account Holder, the Registrar, the Italian Security Agent or the Euroclear Registrar, as the case may be, and, other than in the case of CREST Dematerialised Warrants, in consultation with the Principal Security Agent, it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to the relevant Clearing System, the Frankfurt Warrant Agent, the New York Security Agent, the Definitive Security Agent, the relevant Account Holder, the Registrar, the Italian Security Agent or the Euroclear Registrar, as the case may be, and the Issuer or, other than in the case of CREST Dematerialised Warrants, the Principal Security Agent as the case may be.

If (i) the Warrants are Cash Settled Warrants and Automatic Exercise is not specified as applying in the applicable Final Terms or (ii) the Warrants are Physical Delivery Warrants, any Warrant with respect to which the Exercise Notice has not been duly completed and delivered in the manner set out above by the cut-off time specified in Condition 24.1(a), in the case of American Style Warrants, or Condition 24.1(b), in the case of European Style Warrants, shall become void.

The relevant Clearing System, the New York Security Agent or the Definitive Security Agent or the Italian Security Agent (in the case of English Law Warrants other than English Law Warrants held through Euroclear France or CBF Warrants), the Frankfurt Warrant Agent (in the case of CBF Warrants), the relevant Account Holder (in the case of Euroclear France Warrants), the Registrar or the Euroclear Registrar (in the case of CREST Dematerialised Warrants), as the case may be, shall use its best efforts promptly to notify the Holder submitting an Exercise Notice if, in consultation with the Issuer or (other than in the case of CREST Dematerialised Warrants), the Principal Security Agent, as the case may be, it has determined that such Exercise Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Guarantor, if any, the Security Agents, the Registrar, the relevant Clearing System, the Euroclear Registrar or, as the case may be, the relevant Account Holder shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

25.9 Delivery of an Exercise Notice

Delivery of an Exercise Notice shall constitute an irrevocable election by the relevant Holder to exercise the Warrants specified. After the delivery of such Exercise Notice, such exercising Holder may not transfer such Warrants.

25.10 Automatic Exercise

(a) This Condition only applies if the Warrants are Cash Settled Warrants which are not Swedish Dematerialised Warrants, Finnish Dematerialised Warrants, Danish Dematerialised Warrants, CREST Dematerialised Warrants, or Italian Dematerialised Warrants, Automatic Exercise is specified as applying in the applicable Final Terms and Warrants are automatically exercised as provided in Condition 24.1(a) or Condition 24.1(b).

(b) No Exercise Notice is required to be submitted or any other action required to be taken (in the case of Clearing System Warrants other than Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC) by any relevant Holder of a Warrant in order to receive the Cash Settlement Amount in respect of such Warrant, or if Units are specified in the applicable Final Terms, a Unit, as the case may be. The Issuer shall transfer or cause to be transferred to each Clearing System through which such Warrants are held an amount equal to the aggregate of the Cash Settlement Amounts in respect of the Warrants held in each such Clearing System and each such Clearing System shall, subject to having received such aggregate Cash Settlement Amount, on the Settlement Date credit the account of each Holder of such Warrant(s) in its books with an amount equal to the aggregate Cash Settlement Amount relating to the Warrant(s) held by such Holder and on or before the Settlement Date debit such account with the number of Warrants exercised and in respect of which such Cash Settlement Amount is being paid. Neither the Issuer nor, if applicable, the Guarantor shall have any responsibility for the crediting by the relevant Clearing System of any such amounts to any such accounts.

(c) In order to receive the Cash Settlement Amount in respect of a Warrant, or if Units are specified in the applicable Final Terms, a Unit, as the case may be, the relevant Holder must (i) (A) in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, deliver by facsimile a duly completed Exercise Notice to the New York Security Agent with a copy to the Principal Security Agent or (B) in the case of Private Placement Definitive Warrants, deliver by facsimile a duly completed Exercise Notice together with the relevant Private Placement Definitive Warrant to the Definitive Security Agent with a copy

to the Principal Security Agent, on any Business Day in New York until not later than 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the day (the "**Cut-off Date**") falling 180 days after (I) the Expiration Date, in the case of American Style Warrants, or (ii) the Actual Exercise Date, in the case of European Style Warrants, or (II) in the case of Registered Warrants, deliver in writing a duly completed Exercise Notice to the Registrar with a copy to the Principal Security Agent, on any Business Day until not later than 10.00 a.m., Tokyo time, on the Cut-off Date (as defined above). The Exercise Notice shall include the applicable information set out in the Exercise Notice referred to in Condition 25.1(a), Condition 25.1(b), Condition 25.1(c), Condition 25.2(a), Condition 25.2(b), Condition 25.2(c), Condition 25.3(a), Condition 25.3(b) or Condition 25.3(c), as applicable. The Business Day during the period from the Expiration Date or the Actual Exercise Date, as the case may be, until the Cut-off Date on which an Exercise Notice is delivered to the relevant Clearing System, the Frankfurt Warrant Agent, the New York Security Agent, the Definitive Security Agent or, as the case may be, the relevant Account Holder, or in the case of Registered Warrants, the Registrar, and a copy thereof delivered to the Principal Security Agent is referred to in this Condition 25.10 as the "**Exercise Notice Delivery Date**", provided that, (a) in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC, if the Exercise Notice is received by the New York Security Agent or the copy thereof is received by the Principal Security Agent, in each case, after 5.00 p.m., New York City time, on any Business Day in New York, such Exercise Notice shall be deemed to have been delivered on the next Business Day in New York, and the Business Day in New York immediately succeeding such next Business Day in New York shall be deemed to be the Exercise Notice Delivery Date, (b) in the case of Private Placement Definitive Warrants, if the Exercise Notice is received by the Definitive Security Agent or the copy thereof received by the Principal Security Agent after 5.00 p.m., New York City time, on any Business Day in New York, such Exercise Notice shall be deemed to have been delivered on the next Business Day in New York, and the Business Day in New York immediately succeeding such next Business Day in New York shall be deemed to be the Exercise Notice Delivery Date and (c) in the case of Registered Warrants, if the Exercise Notice is received by the Registrar or the copy thereof received by the Principal Security Agent after 10.00 a.m., Tokyo time, on any Business Day, such Exercise Notice shall be deemed to have been delivered on the next Business Day, which Business Day shall be deemed to be the Exercise Notice Delivery Date.

Subject to the relevant Holder performing its obligations in respect of the relevant Warrant or Unit, as the case may be, in accordance with these Conditions, the Settlement Date for such Warrants or Units, as the case may be, shall be the fifth Business Day following the Exercise Notice Delivery Date. In the event that a Holder does not, where applicable, so deliver an Exercise Notice in accordance with this Condition 25.10 prior to (a) in the case of Warrants represented by a Rule 144A Global Warrant held by a Custodian on behalf of DTC or Private Placement Definitive Warrants, 5.00 p.m., New York City time, on the Business Day in New York immediately preceding the Cut-off Date or (b) in the case of Registered Warrants, 10.00 a.m., Tokyo time, on the Cut-off Date, the Issuer's obligations in respect of such Warrants shall be discharged and no further liability in respect thereof shall attach to the Issuer or the Guarantor, if any. For the avoidance of doubt, a Holder shall not be entitled to any payment, whether of interest or otherwise, in respect of the period from the Actual Exercise Date to the Settlement Date.

25.11 Exercise Risk

Exercise of the Warrants is subject to all applicable laws, regulations and practices in force on the relevant Exercise Date and none of the Issuer, the Guarantor, if any, the Registrar, the Euroclear Registrar or the Security Agents shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. None of the Issuer, the Guarantor, if any, or the Agents shall under any circumstances be liable for any acts or defaults of the relevant Clearing System or, as the case may be, the relevant Account Holder or, as the case may be, the Operator, in relation to the performance of its duties in relation to the Warrants.

25.12 Automatic Early Expiration

(a) If "Automatic Early Expiration" is specified as applicable in the applicable Final Terms, then unless previously exercised or cancelled, if on (i) any Automatic Early Expiration Valuation Date (the "**Relevant Automatic Early Expiration Valuation Date**") or (ii) in respect of an Automatic Early Expiration Valuation Period, as specified in the applicable Final Terms, an Automatic Early Expiration Event occurs, then the Warrants will be automatically cancelled in whole, but not in part, on the relevant Automatic Early Expiration Date and the amount (if any) payable on the Automatic Early Expiration Settlement Date by the Issuer upon cancellation shall be equal to the relevant Automatic Early Expiration Payout Amount.

(b) Definitions relating to Automatic Early Expiration

"**AER Knock-out**" means the occurrence (such date of occurrence the **AER Knock-out Date**) of a Knock-out Event and/or a Knock-in Event as specified in the applicable Final Terms;

"**AER Rate**" means the rate specified as such or determined in the manner set out in the applicable Final Terms;

"**Automatic Early Expiration Date**" means the Relevant Automatic Early Expiration Valuation Date or if such date is not a Business Day, the next following Business Day, and no Holder shall be entitled to any interest or further payment in respect of such delay;

"**Automatic Early Expiration Event**" means that (a) if SPS AER Valuation is specified as applicable, the SPS AER Value is; or (b) if SPS AER Valuation and AER Knock-out are specified as not applicable (x) in the case of a single Underlying Reference, the Underlying Reference Level or (y) in the case of a Basket of Underlying References, the Basket Price is in each case, (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Automatic Early Expiration Level as specified in the applicable Final Terms or (c) if SPS AER Valuation is specified as not applicable and AER Knock-out is specified as applicable, an AER Knock-out occurs;

"**Automatic Early Expiration Level**" means the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

"**Automatic Early Expiration Settlement Date**" means the date specified as such in the applicable Final Terms;

"**Automatic Early Expiration Payout Amount**" means an amount equal to the Automatic Early Redemption Payout set out in the applicable Final Terms, provided that if the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on cancellation of the Warrant pursuant to this Condition and such Warrant shall expire worthless . If the Automatic Early Expiration Payout Amount is not an amount in the Settlement Currency, if specified in the applicable Final Terms it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms;

"**Automatic Early Expiration Valuation Date**" means (i) the AER Knock-out Date or (ii) each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day (in the case of Index Securities (other than Custom Index Securities), Share Securities, Debt Securities or ETI Securities, a Custom Index Business Day (in the case of Custom Index Securities), a Commodity Business Day (in the case of Commodity Securities), Fund Business Day (in the case of Fund Securities), Business Day (in the case of other Securities), as applicable, the next following Scheduled Trading Day, Custom Index Business Day, Commodity Business Day, Fund Business Day or Business Day, as applicable, unless in the case of Index Securities, Share Securities, Debt Securities, ETI Securities or Commodity Securities, in the opinion of the

Calculation Agent, any such day is a Disrupted Day (in respect of Index Securities (other than Custom Index Securities), Share Securities, Debt Securities or ETI Securities), a Custom Index Disruption Event is occurring on such day (in respect of Custom Index Securities) or a Market Disruption Event is occurring on such day (in respect of Commodity Securities). If any such day is a Disrupted Day, a day on which a Custom Index Disruption Event is occurring or (except in the case of Commodity Securities) a day on which a Market Disruption Event is occurring, as applicable, then the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Automatic Early Expiration Valuation Date" or (in the case of Commodity Securities) if any such day is a day on which a Market Disruption Event is occurring, then the provisions of "Pricing Date" shall apply *mutatis mutandis* as if references in such provision to "Pricing Date" were to "Automatic Early Expiration Valuation Date";

"**Automatic Early Expiration Valuation Time**" means the time specified as such in the applicable Final Terms;

"**Automatic Early Expiration Valuation Period**" means the period specified as such in the applicable Final Terms;

"**Basket of Underlying References**" means, for the purposes of this Condition 25.12, the Basket of Indices, Basket of Shares, ETI Basket, Basket of Debt Instruments, Basket of Commodities, Basket of Futures or other basis of reference to which the value of the relevant W&C Securities may relate, as specified in the applicable Final Terms;

"**Basket Price**" means, in respect of any Automatic Early Expiration 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) the Underlying Reference Level of such Underlying Reference on such Automatic Early Expiration Valuation Date and (b) the relevant Weighting;

"**Observation Price Source**" means the source specified as such in the applicable Final Terms;

"**Relevant Adjustment Provisions**" means:

(a) in the case of Index W&C Securities, Index Security Condition 2 (Market Disruption) and Index Security Condition 3 (Adjustments to an Index);

(b) in the case of Custom Index W&C Securities, Index Security Condition 6 (Adjustments to a Custom Index and Custom Index Disruption);

(c) in the case of Share W&C Securities, Share Security Condition 2 (Market Disruption), Share Security Condition 3 (Potential Adjustment Events) and Share Security Condition 4 (Extraordinary Events);

(d) in the case of ETI W&C Securities, ETI Security Condition 2 (Market Disruption) and ETI Security Condition 3 (Potential Adjustment Events);

(e) in the case of Commodity W&C Securities, Commodity Security Condition 2 (Market Disruption), Commodity Security Condition 3 (Consequences of a Market Disruption Event and Disruption Fallbacks) and Commodity Security Condition 4 (Adjustments to a Commodity Index);

(f) in the case of Currency W&C Securities, Currency Security Condition 3 (Consequences of a Disruption Event);

(g) in the case of Futures W&C Securities, Futures Security Condition 3 (Adjustments to a Future); and

(h) in the case of Debt Securities, Debt Security Condition 3 (Market Disruption), Debt Security Condition 4 (Correction of Debt Instrument Price) and Debt Security Condition 5 (Redemption or Cancellation of a Debt Instrument); and

"**Underlying Reference**" means, for the purposes of this Condition 25.12 each Index, Custom Index, Share, ETI Interest, Debt Instrument, Commodity, Commodity Index, Subject Currency, Future, Fund, Underlying Interest Rate or other basis of reference to which the relevant W&C Securities relate; and

"**SPS AER Value**" means the value from Payout Condition 2.6, 2.7, 2.8, 2.9 or 2.10 as specified as such in the applicable Final Terms;

"**Underlying Reference Level**" means, in respect of any Automatic Early Expiration Valuation Date, (i) "official level", "official close", "last price", "bid price", or "asked price" of the Underlying Reference, as specified in the applicable Final Terms published by the Observation Price Source or (ii) if Standard Underlying Reference Level is specified as applicable in the applicable Final Terms (a) in the case of Share Securities, ETI Securities and Futures Securities the price of the relevant Underlying Reference, (b) in the case of Index Securities and Custom Index Securities, the level of the relevant Underlying Reference, (c) in the case of Commodity Securities, the Relevant Price, or (d) in the case of Currency Securities, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), in each case, as determined by the Calculation Agent as of the Automatic Early Expiration Valuation Time on such Automatic Early Expiration Valuation Date or, in the case of the "official close" level, at such time on such Automatic Early Expiration Valuation Date as the "official close" level is published by the Observation Price Source.

25.13 AER Rate Determination

Where the applicable Final Terms specify that the AER Rate is determined by reference to a Screen Rate, the provisions of Condition 34.9 will apply.

## 26. MINIMUM AND MAXIMUM NUMBER OF WARRANTS EXERCISABLE

26.1 American Style Warrants

This Condition 26.1 applies only to American Style Warrants.

(a) The number of Warrants exercisable by any Holder on any Actual Exercise Date or, in the case of Automatic Exercise, the number of Warrants held by any Holder on any Actual Exercise Date, in each case as determined by the Issuer, must not be less than the Minimum Exercise Number specified in the applicable Final Terms and, if specified in the applicable Final Terms, if a number greater than the Minimum Exercise Number, must be an integral multiple of the number specified in the applicable Final Terms. Any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect.

(b) If the Issuer determines that the number of Warrants being exercised on any Actual Exercise Date by any Holder or a group of Holders (whether or not acting in concert) exceeds the Maximum Exercise Number (a number equal to the Maximum Exercise Number being the "**Quota**"), the Issuer may deem the Actual Exercise Date for the first Quota of such Warrants, selected at the discretion of the Issuer, to be such day and the Actual Exercise Date for each additional Quota of such Warrants (and any remaining number thereof) to be each of the succeeding Exercise Business Days until all such Warrants have been attributed with an Actual Exercise Date, provided, however, that the deemed Actual Exercise Date for any such Warrants which would thereby fall after the Expiration Date shall

fall on the Expiration Date. In any case where more than the Quota of Warrants are exercised on the same day by Holder(s), the order of settlement in respect of such Warrants shall be at the sole discretion of the Issuer.

26.2 European Style Warrants

This Condition 26.2 applies only to European Style Warrants.

The number of Warrants exercisable by any Holder on the Exercise Date, as determined by the Issuer, must be equal to the Minimum Exercise Number specified in the applicable Final Terms and, if specified in the applicable Final Terms, if a number greater than the Minimum Exercise Number, must be an integral multiple of the number specified in the applicable Final Terms. Any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect.

## 27. TERMS APPLICABLE TO CERTIFICATES ONLY

Conditions 28 to 36 apply to Certificates only.

## 28. DEFINITIONS

"**Averaging Date**" means:

(a) in the case of Index Securities (other than Index Securities relating to a Custom Index or Basket of Custom Indices (each as defined in Annex 2)), Share Securities, ETI Securities, Debt Securities or Futures Securities, each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then:

(i) if "**Omission**" is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant value, level, price or amount provided that, if through the operation of this provision no Averaging Date would occur, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant level, price, value or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or

(ii) if "**Postponement**" is specified as applying in the applicable Final Terms, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant level, price, value or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or

(iii) if "**Modified Postponement**" is specified as applying in the applicable Final Terms, then:

(A) where the Certificates are Index Securities relating to a single Index (other than a Component Security Index), Share Securities relating to a single Share, ETI Securities relating to a single ETI Interest or Futures Securities relating to single Future, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging

Date, then (I) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date), and (II) the Calculation Agent shall determine the relevant level, value, price or amount for that Averaging Date in accordance with subparagraph (a)(i) of the definition of "Valuation Date" below; and

(B) where the Certificates are Index Securities relating to a single Component Security Index, the Calculation Agent shall determine the level of the Component Security Index for the Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of "Valuation Date" below and the Averaging Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the provisions of sub-paragraph (a)(ii) of the definition of "Valuation Date" below;

(C) where the Certificates are Index Securities relating to a Basket of Indices (other than a Basket of Component Security Indices), Share Securities relating to a Basket of Shares, ETI Securities relating to an ETI Basket or Futures Securities relating to a Basket of Futures, the Averaging Date for each Index, Share, ETI Interest or Future not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the "**Scheduled Averaging Date**") and the Averaging Date for each Index, Share, ETI Interest or Future affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Index, Share, ETI Interest or Future. If the first succeeding Valid Date in relation to such Index, Share, ETI Interest or Future has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (I) that last such consecutive Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date) in respect of such Index, Share, ETI Interest or Future, and (II) the Calculation Agent shall determine the relevant level, price, value or amount for that Averaging Date in accordance with subparagraph (a)(iii) of the definition of "Valuation Date" below; and

(D) where the Certificates are Index Securities relating to a Basket of Component Security Indices, the Averaging Date for each Component Security Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Averaging Date, and for each Component Security Index affected (an "**Affected Item**") by the occurrence of a Disrupted Day, the Calculation Agent shall determine the level of the Component Security Index in accordance with the provisons of sub-paragraph (a)(iv) of the definition of "Valuation Date" below and the Averaging Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the provisions of sub-paragraph (a)(iv) of the definition of "Valuation Date" below; or

(b) in the case of Commodity Securities, each date specified as such in the applicable Final Terms or, if any such date is not a Commodity Business Day, the immediately following Commodity Business Day unless, in the opinion of the Calculation Agent, any such day is a day on which a Market Disruption Event has occurred or is continuing, in which case the provisions of Commodity Security Condition 3 (Consequences of a Market Disruption Event and Disruption Fallbacks) shall apply; or

(c) in the case of Open End Certificates, the date designated as such by the Issuer in its sole and absolute discretion, provided that such date is determined by the Issuer and notified to the Holders in accordance with Condition 10 at the latest on the tenth (10th) Business Day preceding the contemplated Averaging Date;

"**Cash Settlement Amount**" means, in relation to Cash Settled Certificates, the amount (which may never be less than zero) to which the Holder is entitled in the Settlement Currency in relation to each such Certificate equal to the Final Payout specified in the applicable Final Terms.

The Cash Settlement Amount (if any) shall be rounded to the nearest sub-unit of the relevant Settlement Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention, provided that if Rounding Convention 2 is specified as applicable in the applicable Final Terms, the Cash Settlement Amount shall not be subject to rounding but Securities of the same Series held by the same Holder will be aggregated for the purpose of determining the aggregate Cash Settlement Amount in respect of such Certificates and the aggregate of such Cash Settlement Amounts will be rounded down to the nearest whole sub-unit of the Settlement Currency in such manner as the Calculation Agent shall determine, provided that if the product of the Final Payout is zero, no amount shall be payable in respect of the relevant Certificate or, in the case of Multi-Exercise Certificates, the relevant Exercise Settlement Date.

If the Cash Settlement Amount is not an amount in the Settlement Currency, if specified in the applicable Final Terms it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms;

"**CREST Dematerialised Certificates**" means Certificates issued by BNPP B.V. in uncertificated registered form in accordance with the Uncertificated Securities Regulations 2001 (as amended, modified or re-enacted and such other regulations made under Sections 783, 784(3), 785 and 788 of the Companies Act 2006 as are applicable to the Euroclear Registrar);

"**Cut-off Date**" means the date specified as such in the applicable Final Terms or if not so set out (a) in respect of Physical Delivery Certificates that are not Credit Certificates, the third Business Day immediately preceding the Redemption Date or (b) in respect of Credit Certificates, the third Business Day immediately preceding the Physical Settlement Date (or, if earlier, the tenth Business Day following the NOPS Effective Date of the Notice of Physical Settlement);

"**Danish Dematerialised Certificates**" means Certificates in registered, uncertificated and dematerialised book-entry form in accordance with the provisions of the Danish Securities Trading Act and accepted by VP Denmark for clearing and registration in the VP Denmark System;

"**English Law Certificates**" means the Certificates specified in the applicable Final Terms as being governed by English law;

"**Entitlement**" means in relation to a Physical Delivery Certificate, the quantity of the Relevant Asset or the Relevant Assets, as the case may be, which a Holder is entitled to receive on the Redemption Date in respect of each such Certificate following payment of any sums payable (including Expenses as defined in Condition 11 rounded down as provided in Condition 35.2(d) as determined by the Calculation Agent including any documents evidencing such Entitlement which amount will be the Entitlement Amount specified in the applicable Final Terms or (in the case of a Credit Certificate) the relevant obligations and/or other assets as specified in the Credit Security Conditions);

"**Finnish Dematerialised Certificates**" means Certificates in registered, uncertified and dematerialised book-entry form in accordance with the provisions of the Finnish Act on the Book-Entry System and Clearing (*Fin. laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (749/2012)) and with the Finnish Act on Book-Entry

Accounts (*Fin. laki arvo-osuustileistä* (827/1991)) accepted by Euroclear Finland for clearing and registration in the Euroclear Finland System;

"**French Law Certificates**" means the Certificates specified in the applicable Final Terms as being governed by French law;

"**Italian Dematerialised Certificates**" means Exercisable Certificates issued in registered, uncertificated and dematerialised book-entry form into Monte Titoli pursuant to Italian legislative decree no. 58/1998 as amended and integrated by subsequent implementing provisions;

"**Italian Listed Certificates**" means Exercisable Certificates which are listed and admitted to trading on the electronic "Securitised Derivatives Market" (the "**SeDeX**"), organised and managed by Borsa Italiana S.p.A. or the Multilateral Trading Facility (the "**EuroTLX**"), organised and managed by EuroTLX Sim S.p.A., as the case may be;

"**Observation Date**" means:

(a) in the case of Certificates other than Open End Certificates, each date specified as an Observation Date in the applicable Final Terms or if any such date is not a Scheduled Trading Day (in the case of Index Securities (other than Index Securities relating to a Custom Index or Basket of Custom Indices), Share Securities, ETI Securities, Debt Securities or Futures Securities) or Commodity Business Day (in the case of Commodity Securities), the immediately following Scheduled Trading Day or Commodity Business Day, as applicable. The provisions contained in the definition of "Averaging Date" shall apply if any such day is a Disrupted Day or, in the case of Commodity Securities, a day on which a Market Disruption Event has occurred or is continuing, *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Observation Date" unless Observation Day Disruption Consequences is specified as not applicable in the applicable Final Terms, in which case such date will be an Observation Date notwithstanding the occurrence of a Disrupted Day and (i) in the case of Index Securities (other than Index Securities relating to a Custom Index or Basket of Custom Indices), Share Securities, ETI Securities, Debt Securities or Futures Securities, the provisions of (a)(i)(B), (a)(ii), (a)(iii)(B) or (a)(iv), as applicable, of the definition of "Valuation Date" will apply for the purposes of determining the relevant level, price or amount on such Observation Date as if such Observation Date were a Valuation Date that was a Disrupted Day or (ii) in the case of Commodity Securities the provisions of Commodity Security Condition 3 (Consequences of a Market Disruption Event and Disruption Fallbacks) will apply; and

(b) in the case of Open End Certificates, the date designated as such by the Issuer in its sole and absolute discretion, provided that such date is determined by the Issuer and notified to the Holders in accordance with Condition 10 at the latest on the tenth (10th) Business Day preceding the contemplated Observation Date;

"**Observation Period**" means the period specified as the Observation Period in the applicable Final Terms;

"**Open End Certificate**" means a Certificate in respect of which "Open End" is specified as applicable in the relevant Final Terms and which may be redeemed on a date determined by the Issuer in its sole and absolute discretion, subject to the other provisions of these Terms and Conditions;

"**Reference Banks**" means the five major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the relevant rate (which, if EURIBOR is the relevant rate, shall be the euro-zone);

"**Swedish Dematerialised Certificates**" means Certificates in registered, uncertificated and dematerialised book-entry form in accordance with the SFIA Act accepted by Euroclear Sweden for clearing and registration in the Euroclear Sweden System;

"**Swiss Dematerialised Certificates**" means Certificates in uncertificated and dematerialised form which are entered into the main register (*Hauptregister*) of SIX SIS Ltd or any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange Ltd (SIX SIS Ltd or any other such intermediary, the "**Intermediary**") and entered into the accounts of one or more participants of the Intermediary.

"**Swiss Materialised Certificates**" means Certificates represented by a permanent global certificate which will be deposited by the Swiss Security Agent with SIX SIS Ltd or any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange Ltd (SIX SIS Ltd or any other intermediary, the "**Intermediary**") and entered into the accounts of one or more participants of the Intermediary.

"**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date or another Observation Date does not or is deemed not to occur;

"**Valuation Date**" means:

(a) in the case of Index Securities (other than Index Securities relating to a Custom Index or Basket of Custom Indices), Share Securities, ETI Securities, Debt Securities or Futures Securities, unless otherwise specified in the applicable Final Terms, the Interest Valuation Date and/or the Redemption Valuation Date (subject to paragraph (b) below in respect of Open End Certificates), as the case may be, specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

(i) where the Certificates are Index Securities relating to a single Index (other than a Component Security Index), Share Securities relating to a single Share, ETI Securities relating to a single ETI Interest, Debt Securities relating to a single Debt Instrument or Futures Securities relating to a single Future, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine the relevant value, level, price or amount:

(I) in the case of Index Securities, by determining the level of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or

(II) in the case of Share Securities, ETI Securities, Debt Securities or Futures Securities, in accordance with its good faith estimate of the relevant value, level, price or amount as of the Valuation Time on the last such consecutive Scheduled Trading Day;

(ii) where the Certificates are Index Securities relating to a single Component Security Index, the Calculation Agent shall determine the relevant level for such Component Security Index using the formula for and method of calculating such Component Security Index last in effect prior to the occurrence of the first Disrupted Day using:

(I) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Valuation Date; and

(II) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Valuation Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions; or

(iii) where the Certificates are Index Securities relating to a Basket of Indices (other than a Basket of Component Security Indices), Share Securities relating to a Basket of Shares, ETI Securities relating to a Basket comprised of ETI Interests, Debt Securities relating to a Basket of Debt Instruments or Futures Securities relating to a Basket of Futures, the Valuation Date for each Index, Share, ETI Interest, Debt Instrument or Future, as the case may be, not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Index, Share, ETI Interest, Debt Instrument or Future affected, as the case may be, (each an "**Affected Item**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine the relevant value, level, price or amount using, in relation to the Affected Item, the value, level, price or amount as applicable, determined using:

(I) in the case of an Index, the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of

the relevant security on that last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or

(II) in the case of a Share, ETI Interest, Debt Security or Future, its good faith estimate of the value, level, price or amount for the Affected Item as of the Valuation Time on that last such consecutive Scheduled Trading Day; or

(iv) where the Certificates are Index Securities relating to a Basket of Component Security Indices, the Valuation Date for each Component Security Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and for each Component Security Index affected (an "**Affected Item**") by the occurrence of a Disrupted Day, the Calculation Agent shall determine the level of that Component Security Index using the formula for and method of calculating that Component Security Index last in effect prior to the occurrence of the first Disrupted Day, using:

(I) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Valuation Date; and

(II) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Valuation Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions; or

(b) in the case of Open End Certificates and for the purposes of the "Provisions relating to Valuation on Redemption" set out in the applicable Final Terms, the date designated as the Redemption Valuation Date by the Issuer in its sole and absolute discretion, provided that such date is determined by the Issuer and notified to the Holders in accordance with Condition 13 at the latest on the tenth (10th) Business Day preceding the contemplated Redemption Valuation Date; and

(c) in the case of Commodity Securities, the Final Pricing Date,

and otherwise in accordance with the above provisions; and

"**Valuation Time**" means:

(a) the Interest Valuation Time or the Valuation Time, as the case may be, specified in the applicable Final Terms; or

(b) (i) in the case of Index Securities relating to a Composite Index, unless otherwise specified in the applicable Final Terms, (A) for the purposes of determining whether a Market Disruption Event has occurred: (x) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (y) in respect of any options contracts or futures contracts on such Index, the close of trading on the Related Exchange; and (B) in all other circumstances, the time at which the official closing level of such Index is calculated and published by the Index Sponsor; or

(i) in the case of Index Securities relating to Indices other than Composite Indices, Share Securities or ETI Securities unless otherwise specified in the applicable Final Terms, the Scheduled Closing Time on the relevant Exchange on the relevant Strike Date, Valuation Date, Observation Date or Averaging Date, as the case may be, in relation to each Index, Share or ETI Interest to be valued, provided that if the relevant Exchange closes prior to its Scheduled Closing Time and the specified Interest Valuation Time or Valuation Time, as the case may be, is after the actual closing time for its regular trading session, then the Interest Valuation Time or the Valuation Time, as the case may be, shall be such actual closing time.

## 29. FORM OF CERTIFICATES

English Law Certificates (other than CREST Dematerialised Certificates, Swedish Dematerialised Certificates, Finnish Dematerialised Certificates, Danish Dematerialised Certificates, Italian Dematerialised Certificates and Swiss Dematerialised Certificates) are represented by (i) a permanent global certificate ("**Permanent Global Certificate**"), (ii) a Rule 144A Global Certificate (as defined below), (iii) a Regulation S Global Certificate (as defined below), (iv) Private Placement Definitive Certificates (as defined below), (v) certificates in registered form ("**Registered Certificates**") or (iv) a global certificate issued via Clearstream, Frankfurt's electronic data system (a "**CBF Global Certificate**"), as specified in the applicable Final Terms. Except as provided herein, no Certificates in definitive form will be issued.

English Law Certificates that are CREST Dematerialised Certificates will be issued by BNPP B.V. only in uncertificated registered form in accordance with the Uncertificated Securities Regulations. CREST Dematerialised Certificates are participating securities for the purposes of the Uncertificated Securities Regulations and will not be issued in definitive form.

English Law Certificates that are Swedish Dematerialised Certificates will be issued in registered, uncertificated and dematerialised book-entry form in accordance with the Swedish Financial Instruments Accounts Act 1998 (*Sw.:* Lag (*1998:1479*) *om kontoföring av finansiella instrument*) (the "**SFIA Act**"). Swedish Dematerialised Certificates will not be issued in definitive form.

English Law Certificates that are Finnish Dematerialised Certificates will be issued in registered, uncertificated and dematerialised book-entry form in accordance with the Finnish Act on the Book-Entry System and Clearing (*Fin. laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (749/2012)) and with the Finnish Act on Book-Entry Accounts (*Fin. laki arvo-osuustileistä* (827/1991)). Finnish Dematerialised Certificates will not be issued in definitive form.

English Law Certificates that are Danish Dematerialised Certificates will be issued in registered, uncertificated and dematerialised book-entry form in accordance with the Danish Securities Trading Act (*in Danish: lovbekendtgørelse nr. 831 af 12. juni 2014 om værdipapirhandel mv.*). Danish Dematerialised Certificates will not be issued in definitive form.

English Law Certificates that are Italian Dematerialised Certificates will be issued in registered, uncertificated and dematerialised book-entry form into Monte Titoli S.p.A. ("**Monte Titoli**") pursuant to Italian legislative decree no. 58/1998, as amended and implemented and subsequent implementing provisions. Italian Dematerialised Certificates will not be issued in definitive form.

English Law Certificates that are Swiss Materialised Certificates will be represented by a permanent global certificate which will be deposited by the Swiss Security Agent with the Intermediary. Upon the permanent global certificate being deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Swiss Materialised Certificates will constitute intermediated securities (*Bucheffekten*) in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

English Law Certificates that are Swiss Dematerialised Certificates will be issued in uncertificated and dematerialised form and will be entered into the main register (*Hauptregister*) of the Intermediary. Upon being registered in the main register (*Hauptregister*) of the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Swiss Dematerialised Certificates will constitute intermediated securities (*Bucheffekten*) in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*). Swiss Dematerialised Certificates will not be issued in definitive form.

The terms and conditions of the Swiss Securities will be set forth in the applicable Final Terms.

In the event that the applicable Final Terms specify that Certificates are eligible for sale in the United States ("**U.S. Certificates**") (such eligibility to be pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**")), (A) the Certificates sold in the United States to qualified institutional buyers ("**QIBs**") within the meaning of Rule 144A ("**Rule 144A**") under the Securities Act ("**Rule 144A Certificates**") will be represented by one or more Rule 144A global certificates (each, a "**Rule 144A Global Certificate**"), (B) the Certificates sold in the United States to certain accredited investors ("**AIs**") (as defined in Rule 501(a) under the Securities Act) will be constituted by private placement definitive certificates (the "**Private Placement Definitive Certificates**"), (C) the Certificates sold in the United States by BNPP B.V. to QIBs who are QPs will be represented by a Rule 144A Global Certificate or in the form of Private Placement Definitive Certificates as may be indicated in any applicable U.S. wrapper to the Base Prospectus and (D) in any such case, the Certificates sold outside the United States to persons that are not (i) a "U.S. person" as defined in Regulation S; or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the Commodity Exchange Act; or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the CFTC; or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**") will be represented by one or more Regulation S global certificates (each, a "**Regulation S Global Certificate**"). References herein to a "**Clearing System Global Certificate**" means, as the context so requires, a Rule 144A Global Certificate, a Regulation S Global Certificate, a CBF Global Certificate or the Permanent Global Certificate, representing the Certificates and Certificates represented by a Clearing System Global Certificate are referred to herein as "**Clearing System Certificates**".

In the event that the Final Terms does not specify that Certificates are eligible for sale in the United States or to U.S. persons, the Certificates offered and sold outside the United States to non-U.S. persons in reliance on Regulation S and pursuant to CFTC regulations and guidance will be represented by a Regulation S Global Certificate, a CBF Global Certificate or a Permanent Global Certificate or will be Registered Certificates or CREST Dematerialised Certificates.

In the event that the Certificates are constituted by a Clearing System Global Certificate other than a Rule 144A Global Certificate, the Clearing System Global Certificate will be deposited with (i) a depositary (the

"**Common Depositary**") common to Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") and Euroclear Bank S.A./N.V. ("**Euroclear**") and/or any other relevant Clearing System, (ii) in the case of English Law Certificates held through Euroclear France, with Euroclear France, (iii) in the case of Certificates to be issued and cleared through Monte Titoli, other than Italian Dematerialised Certificates, Monte Titoli or (iv) in the case of Certificates ("**CBF Certificates**") to be issued into and transferred through accounts at Clearstream, Frankfurt, Clearstream, Frankfurt, in each case in accordance with the rules and regulations of the relevant Clearing System(s). If the Clearing System specified in the Final Terms is Iberclear, the term Common Depositary and/or Custodian shall be deemed to refer to the foreign custodian (*Entidad Custodia*) or Iberclear Participant (*Entidad Miembro de Iberclear*), as the case may be, appointed in accordance with the rules and regulations of Iberclear. Certificates represented by a Rule 144A Global Certificate will be either (i) deposited with a custodian (a "**Custodian**") for, and registered in the name of a nominee of, The Depository Trust Company ("**DTC**"), or (ii) issued and deposited with the Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System.

Registered Certificates will be offered and sold in reliance on Regulation S and pursuant to CFTC regulations and guidance and will be sold to non-U.S. persons outside the United States. Registered Certificates will initially be represented by a global certificate in registered form (a "**Registered Global Certificate**"). The Registered Global Certificate will be deposited with a common depositary for, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg and/or any other relevant Clearing System.

Interests in a Registered Global Certificate will be exchangeable (free of charge), in whole but not in part, for definitive Registered Certificates only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that the Issuer has been notified that Euroclear and Clearstream, Luxembourg or any other relevant Clearing System, as the case may be, have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available. The Issuer will promptly give notice to Holders in accordance with Condition 10 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg or any other relevant Clearing System, as the case may be, (acting on the instructions of any holder of an interest in such Registered Global Certificate) may give notice to the Registrar requesting exchange. Any such exchange shall occur not later than ten days after the date of receipt of the first relevant notice by the Registrar.

Interests in a Rule 144A Global Certificate and a Regulation S Global Certificate may be exchanged for interests in the other Global Certificates and for Private Placement Definitive Certificates and Private Placement Definitive Certificates may be exchanged for an interest in a Rule 144A Global Certificate or Regulation S Global Certificate only as described herein. Interests in a Clearing System Global Certificate or a Private Placement Definitive Certificate may not be exchanged for interests in a Registered Certificate and interests in a Registered Certificate may not be exchanged for interests in a Clearing System Global Certificate or a Private Placement Definitive Certificate.

Each of the Clearing System Global Certificate and the Registered Global Certificate is referred to in these Terms and Conditions as a "**Global Certificate**". The applicable Final Terms (or the relevant provisions thereof) will be attached to such Global Certificate.

In the case of Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, if DTC notifies BNPP that it is unwilling or unable to continue as a depositary for that Global Certificate or if at any time DTC ceases to be a "clearing agency" registered under the Exchange Act as amended, and a successor depositary is not appointed by BNPP within 90 days of such notice, BNPP will deliver Certificates in definitive registered form (bearing such legends as may be required by BNPP) in exchange for that Rule 144A Global Certificate. Except in these circumstances, owners of beneficial interests in a Rule 144A Global

Certificate held by a Custodian on behalf of DTC will not be entitled to have any portion of such Certificates registered in their name and will not receive or be entitled to receive physical delivery of registered Certificates in definitive form in exchange for their interests in that Rule 144A Global Certificate. Transfer, exercise, settlement and other mechanics related to any Certificates issued in definitive form in exchange for Certificates represented by such Rule 144A Global Certificate shall be as agreed between BNPP and the New York Security Agent.

French Law Certificates are issued in dematerialised bearer form (*au porteur*) (such Certificates hereinafter also referred to as "**Clearing System Certificates**"). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code Monétaire et Financier*) will be issued in respect of French Law Certificates.

Unless this possibility is expressly excluded in the applicable Final Terms and to the extent permitted by applicable French law, the Issuer may at any time request from the central depositary identification information of Holders of French Law Certificates in dematerialised bearer form (*au porteur*) such as the name or the company name, nationality, date of birth or year of incorporation and mail address or, as the case may be, email address of such Holders.[2]

## 30. TYPE (CERTIFICATES)

The applicable Final Terms will indicate whether settlement shall be by way of cash payment ("**Cash Settled Certificates**") or physical delivery ("**Physical Delivery Certificates**"), whether Cash Settled Certificates are redeemable in instalments and whether Averaging ("**Averaging**") will apply to the Certificates. If so specified in the applicable Final Terms, interest shall be payable in respect of the Certificates.

If the Certificates are Swedish Dematerialised Certificates, they will be Cash Settled Certificates.

If the Certificates are Finnish Dematerialised Certificates, they will be Cash Settled Certificates.

If the Certificates are Danish Dematerialised Certificates, they will be Cash Settled Certificates.

If the Certificates are Italian Dematerialised Certificates, they will be Cash Settled Certificates and Automatic Exercise will apply.

The applicable Final Terms will indicate if the Certificates are exercisable, if so whether Multiple Exercise applies and the relevant Exercise Date(s).

## 31. TITLE AND TRANSFER OF REGISTERED CERTIFICATES

Subject as provided below, title to the Registered Certificates will pass upon the registration of transfers in accordance with the provisions of the Agency Agreement.

For so long as the Certificates are represented by a Registered Global Certificate held on behalf of Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, each person (other than Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, as the holder of a particular amount of such Certificates (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg and/or any

[2] The possibility for the Issuer of requesting from the central depositary identification information of Holders of French Law Certificates in dematerialised bearer form (*au porteur*) such as the name or company name, nationality, date of birth or year of incorporation and mail address or, as the case may be, email address of such Holders is provided by the current draft *Ordonnance portant diverses dispositions de droit des sociétés prises en application de l'article 3 de la loi n° 2014-1 du 2 janvier 2014 habilitant le Gouvernement à simplifier et sécuriser la vie des entreprises*. This *Ordonnance* is scheduled to be adopted at the latest on 3 August 2014.

other relevant Clearing System, as the case may be, as to the amount of Certificates standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor (if any) and the Security Agents as the holder of such amount of such Certificates for all purposes other than with respect to the payment of principal and/or interest with respect to such Certificates for which purpose the registered holder of the relevant Registered Global Certificate shall be treated by the Issuer, the Guarantor (if any) and the Security Agents as the holder of such amount of such Certificates in accordance with and subject to the terms of the relevant Registered Global Certificate (and the expressions "**Holder**" and "**holder of Certificates**" and related expressions shall be construed accordingly).

Transfers of beneficial interests in Registered Global Certificates will be effected by Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. Title will pass upon registration of the transfer in the books of Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be.

Upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Certificate in definitive form may be transferred in whole or in part. In order to effect any such transfer (i) the holder or holders must (a) surrender the Registered Certificate for registration of the transfer of the Registered Certificate (or the relevant part of the Registered Certificate) at the specified office of the Registrar or any Security Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and (b) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Security Agent and (ii) the Registrar or, as the case may be, the relevant Security Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 14 to the Agency Agreement). Subject as provided above, the Registrar or, as the case may be, the relevant Security Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Security Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request, a new Registered Certificate in definitive form of a like amount to the Registered Certificate (or the relevant part of the Registered Certificate) transferred. In the case of the transfer of part only of a Registered Certificate in definitive form, a new Registered Certificate in definitive form in respect of the balance of the Registered Certificate not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

Holders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration or exchange in the jurisdiction of the Issuer or in any other jurisdiction where the Registrar's specified office is located.

Registered Certificates and interests therein may not be transferred at any time, directly or indirectly, in the United States or to or for the benefit of a U.S. person, and any such transfer shall not be recognised.

## 32. INTEREST (CERTIFICATES)

If so specified in the applicable Final Terms the Certificates will pay interest, such interest to be calculated on the basis of a fixed rate of interest ("**Fixed Rate Certificates**") and/or a floating rate of interest ("**Floating Rate Certificates**") or by reference to the performance of one or more Index, Share, ETI Interest, Debt Instrument, Currency, Commodity, Inflation Index, Fund Share, Future, Underlying Interest Rate or any other

underlying security or any combination thereof in the manner specified in the applicable Final Terms (such Certificates, "**Linked Interest Certificates**"):

(a) Interest on Fixed Rate Certificates

Each Fixed Rate Certificate pays interest calculated from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will accrue in respect of each Interest Period (which expressions shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date) to (but excluding) the next (or first) Interest Period End Date (each such latter date the "**Interest Period End Final Date**" for the relevant Interest Period)). Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Redemption Date. If an Interest Payment Date falls after the Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date. If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (i) if there is no numerically corresponding day in the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (ii) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(i) the Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or

(ii) the Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day; or

(iii) the Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

If no Business Day Convention is specified as applicable to an Interest Period End Date in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) the Interest Period End Final Date in respect of such Interest Period will amount to the Fixed Coupon Amount.

Interest shall be calculated by applying the Rate of Interest to the Notional Amount of each Certificate and if a Day Count Fraction is specified in the applicable Final Terms multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Settlement Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

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

(b) Interest on Floating Rate Certificates

(i) Interest, Interest Periods and Business Day Convention

Each Floating Rate Certificate pays interest (or, if it is a Partly Paid Certificate, in accordance with Condition 32(g)) in respect of each Interest Period (which expression shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date) to (but excluding) the next (or first) Interest Period End Date (each such latter date the "**Interest Period End Final Date**" for the relevant Interest Period)).

For the purposes of this Condition 32(b), "**Interest Period End Date**" shall mean either: (A) the Interest Period End Date(s) in each year specified in the applicable Final Terms or (B) if no Interest Period End Date(s) is/are specified in the applicable Final Terms, each date which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Period End Date or, in the case of the first Interest Period End Date, after the Interest Commencement Date.

Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Redemption Date. If an Interest Payment Date falls after an Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date.

If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (I) if there is no numerically corresponding day in the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (II) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(A) in any case where Specified Periods are specified in accordance with Condition (b)(i)(B) above, the Floating Rate Convention, such Interest Period End Date or Interest Payment Date, as the case may be, (i) in the case of (I) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (II) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (aa) such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day and (bb) each subsequent Interest Period End Date or Interest Payment Date, as the case may be, shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Period End Date or Interest Payment Date, as the case may be, occurred; or

(B) the Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or

(C) the Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day; or

(D) the Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

(ii) Linear Interpolation

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms), the FBF Rate (if specified or applicable in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

"**Designated Maturity**" means (i) in relation to Screen Rate Determination, the period of time designated in the Reference Rate or (ii) in relation to FBF Determination, the period of time specified in the relevant FBF Rate.

(iii) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Certificates will be determined in the manner specified in the applicable Final Terms.

(iv) Determination of Rate of Interest and Calculation of Interest Amount

The Calculation Agent will, on or as soon as practicable after each date on which the Rate of Interest is to be determined (the "**Interest Determination Date**"), determine the Rate of Interest (subject to any Minimum Interest Rate or Maximum Interest Rate specified in the applicable Final Terms) for the relevant Interest Period. The Calculation Agent will notify the Principal Security Agent or (in the case of CREST Dematerialised Certificates) the Euroclear Registrar of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Calculation Agent will calculate the amount of interest (the "**Interest Amount**") payable on each Certificate for the relevant Interest Period by applying the Rate of Interest to the Notional Amount of such Certificate and multiplying such sum by the Day Count Fraction specified in the applicable Final Terms and rounding the resultant figure to the nearest sub-unit (defined above) of the relevant Settlement Currency, one half of such a sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

(c) Interest on Linked Interest Certificates

(i) Interest, Interest Periods and Business Day Convention

Each Linked Interest Certificate pays interest (or, if it is a Partly Paid Certificate, in accordance with Condition 32(g)) in respect of each Interest Period (which expression shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date to (but excluding) the next (or first)

Interest Period End Date (each such latter date the "**Interest Period End Final Date**" for the relevant Interest Period)).

For the purposes of this Condition 32(c), "**Interest Period End Date**" shall mean either: (A) the Interest Period End Date(s) in each year specified in the applicable Final Terms or (B) if no Interest Period End Date(s) is/are specified in the applicable Final Terms, each date which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Period End Date or, in the case of the first Interest Period End Date, after the Interest Commencement Date.

Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Redemption Date. If an Interest Payment Date falls after an Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date.

If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (I) if there is no numerically corresponding day in the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (II) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(A) in any case where Specified Periods are specified in accordance with Condition (c)(i)(B) above, the Floating Rate Convention, such Interest Period End Date or Interest Payment Date, as the case may be, (i) in the case of (I) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply mutatis mutandis or (ii) in the case of (II) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (aa) such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day and (bb) each subsequent Interest Period End Date or Interest Payment Date, as the case may be, shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Period End Date or Interest Payment Date, as the case may be, occurred; or

(B) the Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or

(C) the Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day; or

(D) the Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

(ii) Rate of Interest

The Rate of Interest payable from time to time in respect of Linked Interest Certificates will be the Coupon Rate determined in the manner specified in the applicable Final Terms which Coupon Rate may comprise one or more Additional Coupons determined in the manner specified in the applicable Final Terms.

(iii) Determination of Rate of Interest and Calculation of Interest Amount

The Calculation Agent will, on or as soon as practicable after each date on which the Rate of Interest is to be determined (the "**Interest Determination Date**"), determine the Rate of Interest (subject to any Minimum Interest Rate or Maximum Interest Rate specified in the applicable Final Terms) for the relevant Interest Period. The Calculation Agent will notify the Principal Security Agent or (in the case of CREST Dematerialised Certificates) the Euroclear Registrar of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Calculation Agent will calculate the amount of interest (the "**Interest Amount**") payable on each Certificate for the relevant Interest Period by applying the Rate of Interest to the Notional Amount of such Certificate and multiplying such sum by the Day Count Fraction specified in the applicable Final Terms and rounding the resultant figure to the nearest sub-unit (defined above) of the relevant Settlement Currency, one half of such a sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

(d) ISDA, FBF and Screen Rate Determination

(i) ISDA Determination

Where ISDA Determination is specified in the applicable Final Terms as the manner in which a Rate of Interest or Rate is to be determined, such Rate of Interest 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 subparagraph (i), "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 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 Certificates (the "**ISDA Definitions**") and under which:

(A) the Floating Rate Option is as specified in the applicable Final Terms;

(B) the Designated Maturity is a period specified in the applicable Final Terms; and

(C) the relevant Reset Date is either (I) if the applicable Floating Rate Option is based on the London interbank offered rate ("**LIBOR**") or on the Euro-zone inter-bank offered rate ("**EURIBOR**") for a currency, the first day of that Interest Period or (II) in any other case, as specified in the applicable Final Terms.

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

(ii) FBF Determination

Where so specified in the applicable Final Terms, interest will be payable on such dates, at such a rate (the "**FBF Rate**") and in such amounts, plus or minus (as indicated in the applicable Final Terms) the Margin (if any), as would have been payable (regardless of any event of default or termination event thereunder) by the Issuer if it had entered into an interest rate swap transaction governed by an agreement in the form of the Master Agreement relating to foreign exchange and derivatives transactions (an "**FBF Agreement**"), as in effect on the date of issue of the Certificates, published by the *Association Française des Banques/Fédération Bancaire Française* and evidenced by a Confirmation (as defined in the FBF Agreement) with the holder of the relevant Certificate under which:

(A) the Issuer was the Floating Amount Payer;

(B) the Principal Security Agent (as defined herein) was the Agent (as defined in the FBF Agreement) or as otherwise specified in the applicable Final Terms;

(C) the Interest Commencement Date was the Transaction Date;

(D) the Notional Amount in respect of a Certificate was the Notional Amount;

(E) the Interest Payment Dates were the Floating Amount Payment Dates; and

(F) all other terms were as specified in the applicable Final Terms.

When the preceding sentence applies, in respect of each relevant Interest Payment Date:

I. the amount of interest determined for such Interest Payment Date will be the Interest Amount for the relevant Interest Period for the purposes of these Terms and Conditions as though determined under subparagraphs 32(b)(iv) or 32(c)(iii) above, as applicable;

II. the Rate of Interest for such Interest Period will be the Floating Rate (as defined in the FBF Agreement) determined by the Calculation Agent in accordance with the preceding sentence; and

III. the Calculation Agent will be deemed to have discharged its obligations under subparagraphs 32(b)(iv) and 32(c)(iii) above, if applicable, if it has determined the Rate of Interest and the Interest Amount payable on such Interest Payment Date in the manner provided in the preceding sentence.

(iii) Screen Rate Determination

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

(A) the offered quotation; or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate(s) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at the Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., London time, in the case of LIBOR, or Brussels time,

in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of subparagraph (A), no offered quotation appears or, in the case of subparagraph (B), fewer than three offered quotations appear, in each case as at the Specified Time, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with offered quotations, the Rate of Interest or Rate, as the case may be, for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest or Rate, as the case may be, for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Settlement Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the inter-bank market applicable to the Reference Rate (which will be the London inter-bank market, if the Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Calculation Agent with offered rates, the offered rate for deposits in the Settlement Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Settlement Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent suitable for the purpose) informs the Calculation Agent it is quoting to leading banks in the inter-bank market applicable to the Reference Rate (which will be the London inter-bank market, if the Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest or Rate, as the case may be, cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest or Rate, as the case may be, shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

(e) Minimum and/or Maximum Interest Rate

If the applicable Final Terms specifies a Minimum Interest Rate for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Conditions 32(b)(ii), 32(b)(iii), 32(c)(ii) or 32(d) (as appropriate) is less than such Minimum Interest Rate, the Rate of Interest for such Interest Period shall be such Minimum Interest Rate.

If the applicable Final Terms specifies a Maximum Interest Rate for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Conditions 32(b)(ii), 32(b)(iii), 32(c)(ii) or 32(d) (as appropriate) is greater than such Maximum Interest Rate, the Rate of Interest for such Interest Period shall be such Maximum Interest Rate.

(f) Notification of Rate of Interest and Interest Amount

The Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Principal Security Agent or (in the case of CREST Dematerialised Certificates) the Euroclear Registrar, the Issuer and the Guarantor (such notifications to occur no later than the Business Day following such determination), and (in the case of Certificates which are listed on Euronext Paris and the rules of such stock exchange so require) Euronext Paris and, if applicable, to any other stock exchange on which the relevant Certificates are for the time being listed. In addition, the Calculation Agent shall publish or cause to be published such Rate of Interest, Interest Amount and Interest Payment Date in accordance with Condition 10 as soon as possible after their determination but in no event later than the fourth Paris Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Certificates are for the time being listed and to the Holders in accordance with Condition 10. For the purposes of the Terms and Conditions, the expression "**Paris Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks are open for business in Paris.

The determination of each Rate of Interest and Interest Amount, the obtaining of each quote and the making of each determination or calculation for the purposes of the provisions of this Condition 32 by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

(g) Interest on Partly Paid Certificates

In the case of Partly Paid Certificates interest will accrue as aforesaid on the paid-up amount of such Certificates.

(h) Accrual of Interest

Each Certificate (or in the case of the redemption of part only of a Certificate, that part only of such Certificate) will cease to bear interest (if any) from the date for its redemption or exercise, as the case may be, unless such Certificate is redeemed early. If such Certificate is redeemed early, (i) if the applicable Final Terms specify that Accrual to Redemption is applicable, interest will cease to accrue on the due date for redemption or (ii) 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 payment date has not occurred on or prior to the due date for redemption of such Certificate, unless in either case payment of principal and/or delivery of all assets deliverable is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

(i) the date on which all amounts due in respect of such Certificate have been paid and/or all assets deliverable in respect of such Certificate have been delivered; and

(ii) five days after the date on which the full amount of the moneys payable in respect of such Certificate has been received by the Principal Security Agent and/or all assets in respect of such Certificate have been received by any agent appointed by the Issuer to deliver such assets to Holders and notice to that effect has been given to the Holders in accordance with Condition 10.

(i) Coupon Switch

If Coupon Switch is specified as applicable in the applicable Final Terms:

(i) if Coupon Switch Election is specified as applicable in the applicable Final Terms, the Issuer may in its sole and absolute discretion elect that the Rate of Interest or Premium Amount Rate, as applicable, in respect of the Certificates will be amended (a "**Coupon Switch**") from the Pre-Switch Coupon specified in the applicable Final Terms to the Post-Switch Coupon specified in the applicable Final Terms on and after the Coupon Switch Date; or

(ii) if Automatic Coupon Switch is specified as applicable in the applicable Final Terms and an Automatic Coupon Switch Event occurs, the Rate of Interest or Premium Amount Rate, as applicable, in respect of the Certificates will be amended (a "**Coupon Switch**") from the Pre-Switch Coupon specified in the applicable Final Terms to the Post-Switch Coupon specified in the applicable Final Terms on and after the Coupon Switch Date immediately following the SPS ACS Valuation Date or SPS ACS Valuation Period, as applicable, on which the Automatic Coupon Switch Event occurs.

If Additional Switch Coupon is specified as applicable in the applicable Final Terms, following the occurrence of a Coupon Switch, an Additional Switch Coupon Amount will be payable on the Additional Switch Coupon Payment Date. The "**Additional Switch Coupon Amount**" in respect of each Certificate will be the amount specified as such in the applicable Final Terms. For the purposes of Conditions 35 and 36 Additional Switch Coupon should be deemed to be interest. For the avoidance of doubt, the Additional Switch Coupon Amount will only be paid on the single Additional Switch Coupon Payment Date..

Notice of any Coupon Switch will be given to Holders in accordance with Condition 10.

"**Additional Switch Coupon Payment Date**" means the date specified as such in the applicable Final Terms, which such date must be an Interest Payment Date;

"**Automatic Coupon Switch Event**" means that the SPS ACS Value is (a) "greater than", (b) "equal to or greater than", (c) "less than" (d) "less than or equal to", as specified in the applicable Final Terms, the Automatic Coupon Switch Level, (x) on a SPS ACS Valuation Date or (y) in respect of a SPS ACS Valuation Period, as specified in the applicable Final Terms;

"**Automatic Coupon Switch Level**" means the number, amount, level or percentage specified as such in the applicable Final Terms;

"**Coupon Switch Date**" means each date specified as such or determined pursuant to the provisions in the applicable Final Terms;

"**SPS ACS Value**" means the value from Payout Condition 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**SPS ACS Valuation Date**" means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

"**SPS ACS Valuation Period**" means each period specific as such in the applicable Final Terms.

**33. PREMIUM AMOUNT (CERTIFICATES)**

33.1 If so specified in the applicable Final Terms the Certificates will not bear or pay interest but will pay one or more premium amounts, each such premium amount representing an amount payable by the Issuer as compensation for, and in recognition of, the assumption of the risk that in certain circumstances the Cash Settlement Amount payable on redemption of the Certificates may be less than the Issue Price or even zero.

33.2 A premium amount may be a fixed amount ("**Fixed Premium Amount Certificates**"), a variable amount ("**Variable Premium Amount Certificates**") and/or an amount calculated by reference to the performance of one or more Index, Share, ETI Interest, Debt Instrument, Currency, Commodity, Inflation Index, Fund Share, Future or any other underlying security or any combination thereof in the manner specified in the applicable Final Terms (such Certificates, "**Linked Premium Amount Certificates**").

33.3 Each W&C Security will pay the Premium Amount on each Premium Amount Payment Date, provided that, if Automatic Early Redemption is specified as applicable in the applicable Final Terms, no Automatic Early Redemption Event has occurred on or prior to such Premium Amount Payment Date. If an Automatic Early Redemption Event has occurred on or prior to a Premium Amount Payment Date, no Premium Amount will be paid on such Premium Amount Payment Date.

33.4 The Premium Amount shall be paid as provided in Condition 35.1 (*Payments*).

33.5 Business Day Convention

If a Business Day Convention is specified in the applicable Final Terms as applying to a Premium Amount Payment Date and (i) if there is no numerically corresponding day in the calendar month in which a Premium Amount Payment Date should occur or (ii) if any Premium Amount Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(i) the Following Business Day Convention, such Premium Amount Payment Date shall be postponed to the next day which is a Business Day; or

(ii) the Modified Following Business Day Convention, such Premium Amount Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Premium Amount Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day; or

(iii) the Preceding Business Day Convention, such Premium Amount Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

33.6 Definitions relating to Premium Amount(s):

"**Premium Amount**" means, in respect of a Premium Amount Payment Date and a Certificate:

(i) in respect of Fixed Premium Amount Certificates, the amount specified in the applicable Final Terms.

(ii) in respect of Variable Premium Amount Certificates, an amount calculated by the Calculation Agent equal to the Notional Amount x the Premium Amount Rate x the Day Count Fraction specified in the applicable Final Terms, and rounding the resultant figure to the nearest sub-unit of the relevant

Settlement Currency, one half of such a sub-unit being rounded upwards or otherwise in accordance with applicable market convention; or

(iii) in respect of Linked Premium Amount Certificates, an amount calculated by the Calculation Agent equal to the Notional Amount x the Premium Amount Rate;

"**Premium Amount Commencement Date**" means the date specified as such in the applicable Final Terms or, if no such date is specified, the Issue Date;

"**Premium Amount Payment Date**" means each date specified as such in the applicable Final Terms; and

"**Premium Amount Period**" means the period from (and including) the Issue Date to (but excluding) the first Premium Amount Payment Date and each following period from (and including) a Premium Amount Payment Date to (but excluding) the next occurring Premium Amount Payment Date.

References in these Conditions to "Interest Commencement Date", "Interest Determination Date", "Interest Period End Date", "Interest Valuation Time" or "Interest Valuation Date" will, in the case of Variable Premium Amount Certificates or Linked Premium Amount Certificates, as the case may be, be deemed to be references to "Premium Amount Commencement Date", "Premium Amount Determination Date", " Premium Amount Period", "Premium Amount Valuation Time" or "Premium Amount Valuation Date", as applicable.

33.7 The Calculation Agent will cause each Premium Amount for each Premium Amount Payment Date to be notified to the Principal Security Agent or (in the case of CREST Dematerialised Certificates) the Euroclear Registrar, the Issuer and the Guarantor, if any, (such notifications to occur no later than the Business Day following such determination), and (in the case of Certificates which are listed on Euronext Paris and the rules of such stock exchange so require) Euronext Paris and, if applicable, to any other stock exchange on which the relevant Certificates are for the time being listed. In addition, the Calculation Agent shall publish or cause to be published such Premium Amount in accordance with Condition 10 as soon as possible after their determination but in no event later than the fourth Paris Business Day thereafter.

## 34. REDEMPTION (CERTIFICATES)

34.1 General

Unless the Certificates are Exercisable Certificates, subject as provided in these Terms and Conditions, each Certificate (other than a Credit Certificate) will be redeemed by the Issuer:

(a) in the case of a Cash Settled Certificate, by payment of the Cash Settlement Amount; or

(b) in the case of a Physical Delivery Certificate, subject as provided in Condition 5 and Condition 35, by delivery of the Entitlement,

such redemption to occur in either case, subject as provided below, on the date falling on the fifth Business Day following the Valuation Date, unless specified otherwise in the applicable Final Terms (the "**Redemption Date**"). If (i) the date for payment of any amount in respect of the Certificates is not a Business Day, the holder thereof shall not be entitled to payment until the next following Business Day and shall not be entitled to any further payment in respect of such delay or (ii) the date for delivery of any Entitlement in respect of the Certificates is not a Settlement Business Day (as defined in Condition 5.1 above), the Holder thereof shall not be entitled to delivery of the Entitlement until the next following Settlement Business Day.

The Certificates may also be subject to automatic early redemption upon the occurrence of an Automatic Early Redemption Event, as defined in and in accordance with the provisions of Condition 34.9 if specified in the applicable Final Terms

34.2 Credit Certificates

Subject as provided in these Terms and Conditions and as specified in the applicable Final Terms, each Credit Certificate will be redeemed by the Issuer by payment of the Cash Settlement Amount such redemption to occur on the Redemption Date specified in the applicable Final Terms subject as provided in Annex 12 (Additional Terms and Conditions for Credit Securities). If the date for payment of any amount in respect of the Certificates is not a Business Day, the holder thereof shall not be entitled to payment until the next following Business Day and shall not be entitled to any payment in respect of such delay.

34.3 Issuer Call Option

If Issuer Call Option is specified in the applicable Final Terms, the Issuer may, having given:

(a) except in the case of Certificates represented by Private Placement Definitive Certificates and Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, not less than the minimum notice period nor more than the maximum notice period specified in the applicable Final Terms (the "**Notice Period**") notice to the Holders in accordance with Condition 10 and, in the case of Certificates represented by Private Placement Definitive Certificates and Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, not less than 30 nor more than 45 days' notice to the Holders in accordance with Condition 10; and

(b) not less than 15 days (or such Notice Period specified in the applicable Final Terms) before the giving of the notice referred to in (a), notice to the relevant Security Agent or, in the case of CREST Dematerialised Certificates, not less than 45 days' notice to the Euroclear Registrar,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Certificates then outstanding at the Optional Redemption Amount on the Option Redemption Date specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

The "**Optional Redemption Amount**" in respect of each Certificate shall be an amount calculated by the Calculation Agent equal to:

(i) Notional Amount x the percentage or (ii) the Call Payout as specified in the applicable Final Terms,

Provided That if the product of the Call Payout is zero, no amount shall be payable on redemption of such Certificate.

In the case of a partial redemption of Certificates (other than CREST Dematerialised Certificates), the rights of Holders of Certificates represented by a Global Certificate, or Holders of Italian Dematerialised Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Securities or Finnish Dematerialised Securities will, be governed by the standard procedures of Euroclear, Clearstream Luxembourg, Euroclear France, DTC, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland, as applicable, or any relevant Clearing System (as the case may be). With respect to Certificates represented by Private Placement Definitive Certificates, the Definitive Security Agent will select the Certificates to be redeemed individually by lot, not more than 45 days prior to the date fixed for redemption, and give notice to Holders, in accordance with Condition 10, of the serial numbers of the Certificates to be redeemed not less than 15 days prior to the date fixed for redemption. Private Placement Definitive Certificates may only be redeemed in minimum amounts of U.S.$250,000 or more, and the remaining unredeemed portion thereof must be at least U.S.$250,000. So long as the Certificates are listed on the official list of Euronext Paris ("**Euronext Paris**") and admitted to trading on the regulated market of Euronext Paris and the rules of that stock exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Certificates, cause to be published

on the website of Euronext Paris (www.euronext.com) a notice specifying the aggregate nominal amount of Certificates outstanding. In the case of a partial redemption of CREST Dematerialised Certificates, the notice to Holders referred to in this Condition 34.3 shall specify any procedures for partial redemption laid down in the then applicable Uncertificated Securities Regulations.

34.4 Holder Put Option

If Holder Put Option is specified in the applicable Final Terms, upon the Holder of any Certificate giving to the Issuer not less than the minimum notice period nor more than the maximum notice period notice specified in the applicable Final Terms (the "**Notice Period**") the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), such Certificate at the Optional Redemption Amount on the relevant Optional Redemption Date together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

The "**Optional Redemption Amount**" in respect of each Certificate shall be an amount calculated by the Calculation Agent equal to:

(i) Notional Amount x the percentage or (ii) the Put Payout, as specified in the applicable Final Terms,

Provided That if the product of the Put Payout is zero, no amount shall be payable on redemption of such Certificate.

If the Certificate is held outside DTC, Euroclear and Clearstream, Luxembourg, Euroclear France and/or any other relevant Clearing System, other then in the case of CREST Dematerialised Certificates, to exercise the right to require redemption of the Certificate the Holder of the Certificate must deliver at the specified office of any Security Agent or the Registrar at any time during normal business hours of such Registrar or Security Agent falling within the Notice Period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Security Agent (a "**Put Notice**") and in which the Holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 34.4, accompanied by the Certificate or evidence satisfactory to the Security Agent concerned that the Certificate will, following delivery of the Put Notice, be held to its order or under its control in a manner reasonably satisfactory to the Security Agent concerned. If the Certificates are CREST Dematerialised Certificates, to exercise the right to require redemption of the Certificate, the Holder of the Certificate must, not less than 30 nor more than 60 days before the Optional Redemption Date, deposit with the Euroclear Registrar a duly completed Put Notice in the form obtainable from the Euroclear Registrar and in accordance with the Uncertificated Securities Regulations. If the Certificate is held through DTC, Euroclear or Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System, to exercise the right to require redemption of the Certificate the Holder of the Certificate must, within the Notice Period, give notice to the Security Agent concerned of such exercise in accordance with the standard procedures of DTC, Euroclear and Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, Euroclear Finland and/or any other relevant Clearing System (which may include notice being given on his instruction by DTC, Euroclear or Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System or any common depositary for them to the Security Agent by electronic means) in a form acceptable to DTC, Euroclear and Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System from time to time. In the case of Finnish Dematerialised Certificates, in order to exercise this option the Holder must transfer or procure the transfer of the relevant Certificates to the account designed by the Finnish Security Agent and procure that such account is blocked for further transfer on or prior to the Optional Redemption Date. Any Put Notice given by a Holder of any Certificate pursuant to this Condition 34.4 shall be irrevocable. In the case of CBF Certificates, the relevant Holder must also deliver to the Frankfurt Certificate Agent the

CBF Certificates to which such Put Notice relates and failure to deliver such CBF Certificates at or prior to the time such Put Notice is delivered shall render such Put Notice null and void.

34.5 Redemption in Instalments

If the applicable Final Terms specify that the Certificates are Instalment Certificates, each Certificate will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms.

34.6 Redemption of Partly Paid Certificates

Partly Paid Certificates will be redeemed in accordance with the provisions set out in the applicable Final Terms.

34.7 Exercise of Certificates

If the Certificates are Cash Settled Certificates and Exercise of Certificates is specified as applicable in the applicable Final Terms, the Certificates (such Certificates "**Exercisable Certificates**") will be automatically exercised on the Exercise Date, or, if Multiple Exercise is specified as applicable in the applicable Final Terms, each Exercise Date subject as provided in the following paragraph and, in the case of Credit Certificates, to the provisions of Annex 12 (Additional Terms and Conditions for Credit Securities). Upon automatic exercise each Certificate entitles its Holder to receive from the Issuer the Cash Settlement Amount on the Exercise Settlement Date or, if Multiple Exercise is specified as applicable in the applicable Final Terms, the relevant Exercise Settlement Date.

If the Certificates are Italian Listed Certificates, prior to the Renouncement Notice Cut-off Time, as specified in the applicable Final Terms, on an Exercise Date, the Holder of a Certificate may renounce automatic exercise of such Certificate by the delivery or sending by fax of a duly completed Renouncement Notice (a "**Renouncement Notice**") in the form set out in the applicable Final Terms to the Italian Security Agent. Once delivered a Renouncement Notice shall be irrevocable. Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by the Italian Security Agent (in consultation with Monte Titoli) and shall be conclusive and binding on the Issuer, the Guarantor, if applicable, the Security Agents and the relevant Holder. Subject as set out below, any Renouncement Notice so determined to be incomplete or not in proper form shall be null and void. If such Renouncement Notice is subsequently corrected to the satisfaction of the Italian Security Agent, it shall be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the Italian Security Agent.

34.8 Open End Certificates

If "Open End" is specified as applicable in the relevant Final Terms, the Redemption Date of such Open End Certificates will, notwithstanding any provision to the contrary, be the date falling (5) five Business Days after the relevant Averaging Date, Observation Date, Strike Date or, as applicable, Valuation Date determined by the Issuer in its sole discretion, provided that the relevant Averaging Date, Observation Date, Strike Date or Valuation Date so-determined by the Issuer is notified to the Holders at the latest ten (10) Business Days prior to the contemplated date in accordance with Condition 10.

If a Certificate is an Open End Certificate, "Knock-in Event" and "Knock-out Event" may not be specified as applicable in the relevant Final Terms in respect of such Certificate.

34.9 Automatic Early Redemption (Certificates)

This Condition 34.9 applies to Index Securities, Share Securities, Debt Securities, ETI Securities, Currency Securities, Commodity Securities, Futures Securities and, if FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms, Underlying Interest Rate Securities only.

(a) If "Automatic Early Redemption" is specified as applicable in the applicable Final Terms, then unless previously redeemed or purchased and cancelled, if on (i) 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 Certificates will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date and the amount (if any) payable by the Issuer on such date upon redemption of each Certificate shall be equal to the relevant Automatic Early Redemption Amount.

(b) Notwithstanding Condition 34.9(a), an Automatic Early Redemption Event 1 may only occur on an AER 1 Redemption Valuation Date or in respect of an AER 1 Redemption Valuation Period and an Automatic Early Redemption Event 2 may only occur on an AER 2 Redemption Valuation Date or in respect of an AER 2 Redemption Valuation Period.

(c) Definitions relating to Automatic Early Redemption

"**AER Event 1 Underlying(s)**" means the Underlying Reference or each Underlying Reference comprising the Basket, in each case specified as such in the applicable Final Terms;

"**AER Event 2 Underlying(s)**" means the Underlying References or each Underlying Reference comprising the Basket, in each case specified as such in the applicable Final Terms;

"**AER Knock-out**" means the occurrence (such date of occurrence **AER Knock-out Date**) of a Knock-out Event and/or a Knock-in Event as specified in the applicable Final Terms;

"**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 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 Notional Amount in respect of such Certificate and (ii) the sum of the relevant Automatic Early Redemption Percentage and the relevant AER Rate relating to that Automatic Early Redemption Date provided that if the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Certificate pursuant to this Condition. If the Automatic Early Redemption Amount is not an amount in the Settlement Currency if specified in the applicable Final Terms, it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms;

"**Automatic Early Redemption Date**" means (i) if Target Automatic Early Redemption, FI Underlying Automatic Early Redemption or FI Coupon 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 Holder 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:

(i) (in respect of an Underlying Reference (other than a Subject Currency)) the Underlying Reference Level is; or

(ii) (in respect of a Subject Currency), the FX Coupon Performance determined by the Calculation Agent is

(i) equal to or greater than the Automatic Early Redemption Level 1 and (ii) less than or equal to the Automatic Early Redemption Level 2;

(c) if FI Coupon Automatic Early Redemption is specified as applicable in the applicable Final Terms, that the product of (i) the Rate of Interest 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;

(d) if Standard Automatic Early Redemption and SPS AER Valuation are specified as applicable in the applicable Final Terms, that:

(i) the SPS AER Value 1 in respect of the AER Event 1 Underlying(s) is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 1 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 1**"); and/or (as specified in the applicable Final Terms)

(ii) if Automatic Early Redemption Event 2 is specified as applicable in the applicable Final Terms, the SPS AER Value 2 in respect of the AER Event 2 Underlying(s) is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 2 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 2**");

(e) if Standard Automatic Early Redemption is specified as applicable in the applicable Final Terms and SPS AER Valuation is specified as not applicable in the applicable Final Terms:

(i) (A) if AER Event 1 Basket is specified as not applicable in the applicable Final Terms, the Underlying Reference Level 1 or (B) if AER Event 1 Basket is specified as applicable in the applicable Final Terms, the Basket Price 1 is, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 1 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 1**"); and/or (as specified in the applicable Final Terms)

(ii) if Automatic Early Redemption Event 2 is specified as applicable in the applicable Final Terms (A) if AER Event 2 Basket is specified as not applicable in the applicable Final Terms, the Underlying Reference Level 2 or (B) if AER Event 2 Basket is specified as applicable in the applicable Final Terms, the Basket Price 2 is, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level 2 as specified in the applicable Final Terms (the "**Automatic Early Redemption Event 2**");

(f) if Single Standard Automatic Early Redemption and SPS AER Valuation are specified as applicable in the applicable Final Terms, that the SPS AER Value is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level as specified in the applicable Final Terms;

(g) if Single Standard Automatic Early Redemption is specified as applicable in the applicable Final Terms and SPS AER Valuation is specified as not applicable in the applicable Final Terms (A) in the case of a single Underlying Reference, the Underlying Reference Level or (B) in the case of a Basket of Underlying References, the Basket Price is, (aa) "greater than", (bb) "greater than or equal to", (cc)

"less than" or (dd) "less than or equal to" the Automatic Early Redemption Level as specified in the applicable Final Terms; or

(h) if AER Knock-out is specified in the applicable Final Terms, an AER Knock-out occurs;

"**Automatic Early Redemption Level**" means the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

"**Automatic Early Redemption Level 1**" means the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

"**Automatic Early Redemption Level 2**" means the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

"**Automatic Early Redemption Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Automatic Early Redemption Valuation Date**" means (i) the AER Knock-out Date or (ii) each date specified as such in the applicable Final Terms (including the AER 1 Redemption Valuation Date and AER 2 Redemption Valuation Date (if any)) or, if such date is not a Scheduled Trading Day (in the case of Index Securities (other than Custom Index Securities), Share Securities, Debt Securities or ETI Securities, a Scheduled Custom Index Business Day (in respect of Custom Index Securities), a Commodity Business Day (in respect of Commodity Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Securities), as applicable, the next following Scheduled Trading Day, Scheduled Custom Index Business Day, Commodity Business Day, Fund Business Day or Business Day, as applicable, unless, in the case of Index Securities, Share Securities, Commodity Securities, Debt Securities or ETI Securities, in the opinion of the Calculation Agent, any such day is a Disrupted Day (in the case of Index Securities (other than Custom Index Securities), Share Securities, Debt Securities or ETI Securities, a Custom Index Disruption Event is occurring on such day (in respect of Custom Index Securities) or a Market Disruption Event is occurring on such day (in respect of Commodity Securities). If any such day is a Disrupted Day, a day on which a Custom Index Disruption Event is occurring or (except in the case of Commodity Securities) a day on which a Market Disruption Event is occurring, as applicable, then the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Automatic Early Redemption Valuation Date" or (in the case of Commodity Securities) if any such day is a day on which a Market Disruption Event is occurring, then the provisions of "Pricing Date" shall apply *mutatis mutandis* as if references in such provision to "Pricing Date" were to "Automatic Early Redemption Valuation Date". For the purposes of the Relevant Adjustment Provisions, any references to "Valuation Date" shall be deemed to refer to the "Automatic Early Redemption Valuation Date";

"**Automatic Early Redemption Valuation Period**" means the period (including the AER 1 Redemption Valuation Period and AER 2 Redemption Valuation Period (if any)) specified as such in the applicable Final Terms;

"**Automatic Early Redemption Valuation Time**" means the time specified as such in the applicable Final Terms;

"**Basket of Underlying References**" means, for the purposes of this Condition 34.9, the Basket of Indices, Basket of Shares, ETI Basket, Basket of Debt Instruments, Basket of Commodities, Basket of Futures or other

basis of reference to which the value of the relevant W&C Securities may relate, as specified in the applicable Final Terms;

"**Basket Price 1**" means, in respect of any AER 1 Redemption Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each AER Event 1 Underlying comprising the Basket as the product of (a) the Underlying Reference Level 1 of such AER Event 1 Underlying on such AER 1 Redemption Valuation Date and (b) the relevant Weighting;

"**Basket Price 2**" means, in respect of any AER 2 Redemption Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each AER Event 2 Underlying comprising the Basket as the product of (a) the Underlying Reference Level 2 of such AER Event 2 Underlying on such AER 2 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 Day Count Fraction, in each case for such Interest Period plus (b) the product of (i) the Rate of Interest 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;

"**Multiple Underlying Interest Rate Gearing**" means, in respect of an Underlying Interest $\text{Rate}_{(i)}$ specified in the applicable Final Terms as a Multiple Underlying Component Rate, the number specified as such in the applicable Final Terms;

"**Multiple Underlying Reference Rate**" means, in respect of an Underlying Interest $\text{Rate}_{(i)}$ specified in the applicable Final Terms as a Multiple Underlying Component Rate, the Underlying Reference Rate determined in respect of such Underlying Interest Rate;

"**Multiple Underlying Reference Rate Value**" means the value calculated in accordance with the following formula:

$$\sum_{i=1}^{n} \text{Multiple Underlying Interest Rate Gearing}_{(i)} \times \text{Multiple Underlying Reference Rate}_{(i)}$$

"**Observation Price Source**" means the source specified as such in the applicable Final Terms;

"**Relevant Adjustment Provisions**" means:

(a) in the case of Index Securities, Index Security Condition 2 (Market Disruption) and Index Security Condition 3 (Adjustments to an Index);

(b) in the case of Custom Index Securities, Index Security Condition 6 (Adjustments to a Custom Index and Custom Index Disruption);

(c) in the case of Share Securities, Share Security Condition 2 (Market Disruption), Share Security Condition 3 (Potential Adjustment Events) and Share Security Condition 4 (Extraordinary Events);

(d) in the case of ETI Securities, ETI Security Condition 2 (Market Disruption) and ETI Security Condition 3 (Potential Adjustment Events);

(e) in the case of Commodity Securities, Commodity Security Condition 2 (Market Disruption), Commodity Security Condition 3 (Consequences of a Market Disruption Event and Disruption Fallbacks) and Commodity Security Condition 4 (Adjustments to a Commodity Index);

(f) in the case of Currency Securities, Currency Security Condition 3 (Consequences of a Disruption Event);

(g) in the case of Futures Securities, Futures Security Condition 3 (Adjustments to a Future); and

(h) in the case of Debt Securities, Debt Security Condition 3 (Market Disruption), Debt Security Condition 4 (Correction of Debt Instrument Price) and Debt Security Condition 5 (Redemption or Cancellation of a Debt Instrument);

"**SPS AER Value**" means the value from Payout Conditions 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**SPS AER Value 1**" means the value from Payout Condition 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**SPS AER Value 2**" means the value specified from Payout Condition 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**Underlying Reference**" means, for the purposes of this Condition 34.9 each Index, Custom Index, Share, Debt Instrument, ETI Interest, Commodity, Commodity Index, Subject Currency, Future, Fund, Underlying Interest Rate or other basis of reference to which the relevant W&C Securities relate. If two or more Underlying Interest Rates are specified in the applicable Final Terms as Multiple Underlying Component Rates each Underlying Interest $Rate_{(i)}$ specified as such (together the "**Multiple Underlying Interest Rate**") will be calculated separately and independently but for the purposes of this Condition 34.9 and the Underlying Interest Rate Security Conditions shall be deemed to together constitute an Underlying Reference;

"**Underlying Reference Level**" means, in respect of any Automatic Early Redemption Valuation Date, (i) "official level", "official close", "last price", "bid price" or "asked price" of the Underlying Reference, as specified in the applicable Final Terms published by the Observation Price Source or (ii) if Standard Price is specified as applicable in the applicable Final Terms (a) in the case of Share Securities, ETI Securities and Futures Securities, the price of the relevant Underlying Reference, (b) in the case of Index Securities and Custom Index Securities, the level of the relevant Underlying Reference, (c) in the case of Commodity Securities, the Relevant Price, (d) in the case of Currency Securities, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), (e) in the case of an Inflation Index, the Relevant Level, (f) in the case of an Underlying Interest Rate, the Underlying Reference Rate or (g) if FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms and Multiple Underlying Interest Rate is specified as applicable, the Multiple Underlying Reference Rate Value, in each case, as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on such Automatic Early Redemption Valuation Date or, in the case of the "official close" level, at such time on such Automatic Early Redemption Valuation Date as the "official close" level is published by the Observation Price Source;

"**Underlying Reference Level 1**" means, in respect of any AER 1 Redemption Valuation Date, (i) if Standard Price is specified as applicable in the applicable Final Terms, (a) in the case of Share Securities, ETI Securities and Futures Securities, the price of the relevant AER Event 1 Underlying, (b) in the case of Index Securities and Custom Index Securities, the level of the relevant AER Event 1 Underlying, (c) in the case of Commodity Securities, the Relevant Price, or (d) in the case of Currency Securities, the spot rate of exchange for the

exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), or (e) in the case of an Inflation Index, the Relevant Level, or (f) in the case of an Underlying Interest Rate, the Underlying Reference Rate, in each case, as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on such AER 1 Redemption Valuation Date or (ii) in the case of Debt Securities, the "last price" of the relevant AER Event 1 Underlying published by the Observation Price Source specified for such AER Event 1 Underlying; and

"**Underlying Reference Level 2**" means, in respect of any AER 2 Redemption Valuation Date, (i) if Standard Price is specified as applicable in the applicable Final Terms, (a) in the case of Share Securities, ETI Securities and Futures Securities, the price of the relevant AER Event 2 Underlying, (b) in the case of Index Securities and Custom Index Securities, the level of the relevant AER Event 2 Underlying, (c) in the case of Commodity Securities, the Relevant Price, or (d) in the case of Currency Securities, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged), or (e) in the case of an Inflation Index, the Relevant Level, or (f) in the case of an Underlying Interest Rate, the Underlying Reference Rate, in each case, as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on such AER2 Redemption Valuation Date or (ii) in the case of Debt Securities, the "last price" of the relevant AER Event 2 Underlying published by the Observation Price Source specified for such AER Event 2 Underlying.

(d) Accrual

Notwithstanding Condition 32, 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.

(e) AER Rate Determination

Where the applicable Final Terms specify that the AER Rate is determined by reference to a Screen Rate the AER Rate will, subject as provided below, be either:

(i) the offered quotation; or

(ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the AER Reference Rate(s) which appears or appear, as the case may be, on the AER Screen Page (or such replacement page on that service which displays the information) as at the AER Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the AER Reference Rate Determination Date in question plus or minus (as indicated in the applicable Final Terms) the AER Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the AER Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the AER Screen Page is not available or if, in the case of subparagraph (i), no offered quotation appears or, in the case of subparagraph (ii), fewer than three offered quotations appear, in each case as at the AER Specified Time, the Calculation Agent shall request each of the Reference Banks to provide the Calculation

Agent with its offered quotation (expressed as a percentage rate per annum) for the AER Reference Rate at approximately the AER Specified Time on the AER Reference Rate Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with offered quotations, the AER Rate shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the AER Margin (if any), all as determined by the Calculation Agent.

If on any AER Reference Rate Determination Date one only or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the preceding paragraph, the AER Rate shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the AER Specified Time on the relevant AER Reference Rate Determination Date, deposits in the Settlement Currency for a period equal to that which would have been used for the AER Reference Rate by leading banks in the inter-bank market applicable to the AER Reference Rate (which will be the London inter-bank market, if the AER Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the AER Reference Rate is EURIBOR) plus or minus (as appropriate) the AER Margin (if any) or, if fewer than two of the Reference Banks provide the Calculation Agent with offered rates, the offered rate for deposits in the Settlement Currency for a period equal to that which would have been used for the AER Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Settlement Currency for a period equal to that which would have been used for the AER Reference Rate, at which, at approximately the AER Specified Time on the relevant AER Reference Rate Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent suitable for the purpose) informs the Calculation Agent it is quoting to leading banks in the inter-bank market applicable to the AER Reference Rate (which will be the London inter-bank market, if the AER Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the AER Reference Rate is EURIBOR) plus or minus (as appropriate) the AER Margin (if any) provided that, if the AER Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the Calculation Agent shall determine the AER Rate from such source(s) as it in its sole and absolute discretion may select.

If the applicable Final Terms specifies a Minimum AER Reference Rate then, in the event that the AER Reference Rate determined in accordance with the above provisions is less than such Minimum AER Reference Rate, the AER Rate shall be such Minimum AER Reference Rate.

If the applicable Final Terms specifies a Maximum AER Reference Rate then, in the event that the AER Reference Rate determined in accordance with the above provisions is greater than such Maximum AER Reference Rate, the AER Rate shall be such Maximum AER Reference Rate.

34.10 Payout Switch

If Payout Switch is specified as applicable in the applicable Final Terms (i) if Payout Switch Election is specified as applicable in the applicable Final Terms, the Issuer may in its sole and absolute discretion elect that or (ii) if Automatic Payout Switch is specified as applicable in the applicable Final Terms and an Automatic Payout Switch Event occurs, the Final Payout for the Certificates will be amended (including any relevant Underlying Reference(s) as applicable) (a **Payout Switch**) from the Final Payout specified in the Final Terms to the Switched Payout specified in the applicable Final Terms on and after the Payout Switch Date specified in the applicable Final Terms. Notice of any Payout Switch will be given to Holders in accordance with Condition 10.

"**Automatic Payout Switch Event**" means that the SPS APS Value is (a) "greater than", (b) "equal to or greater than", (c) "less than" or (d) "less than or equal to", as specified in the applicable Final Terms, the

Automatic Payout Switch Level, (x) on a SPS APS Valuation Date or (y) in respect of a SPS APS Valuation Period, as specified in the applicable Final Terms;

"**Automatic Payout Switch Level**" means the number, amount, level or percentage specified as such in the applicable Final Terms;

"**SPS APS Value**" means the value from Payout Condition 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**SPS APS Valuation Date**" means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

"**SPS APS Valuation Period**" means each period specific as such in the applicable Final Terms.

34.11 Automatic Early Redemption (Certificates) – Automatic Early Redemption Payout 2210/1

Notwithstanding W&C Security Condition 34.9, if "Automatic Early Redemption" and Automatic Early Redemption Payout 2210/1 are specified as being applicable in the applicable Final Terms and the Certificates are not OET Certificates, then unless previously redeemed or purchased and cancelled, if an Automatic Early Redemption Event occurs, then the Certificates will be automatically redeemed in whole, but not in part, on the date falling the number of Business Days specified in the applicable Final Terms following the Valuation Date (as defined in Payout Condition 1.8) (the "**Automatic Early Redemption Date**") and the amount payable by the Issuer upon redemption of each Certificate shall be an amount equal to the relevant Automatic Early Redemption Amount.

For these purposes:

"**Automatic Early Redemption Amount**" means an amount in the Settlement Currency (as defined in Payout Condition 1.8) equal to the Automatic Early Redemption Payout set out in the applicable Final Terms. If the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Certificate pursuant to this W&C Security Condition 34.11.

The Automatic Early Redemption Amount shall be rounded to the nearest sub-unit of the relevant Settlement Currency half of any sub-unit being rounded upwards or otherwise in accordance with applicable market convention;

"**Automatic Early Redemption Event**" means that, as determined by the Calculation Agent, at the Observation Time(s) (as defined in Payout Condition 1.8) on an Automatic Early Redemption Valuation Date (the "**Relevant Automatic Early Redemption Valuation Date**"):

(a) with respect to a Call Certificate, the Observation Price (as defined in Payout Condition 1.8 is less than or equal to the applicable Security Threshold (as defined in Payout Condition 1.8); or

(b) with respect to a Put Certificate, the Observation Price is greater than or equal to the applicable Security Threshold; and

"**Automatic Early Redemption Valuation Date**" means each Relevant Business Day (as defined in Payout Condition 1.8) from (and including) the Issue Date (notwithstanding the occurrence of (in the case of Index Securities, Share Securities, ETI Securities or Currency Securities) a Disrupted Day, (in the case of Commodity Securities) a Commodity Disrupted Day or (otherwise) a Market Disruption Event.

## 35. PAYMENTS AND PHYSICAL DELIVERY (CERTIFICATES)

35.1 Payments

Except in the case of CREST Dematerialised Certificates, Registered Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates, Finnish Dematerialised Certificates and subject as provided below, the Issuer or, failing which, the Guarantor, if any, shall pay or cause to be paid the Cash Settlement Amount or the relevant amount (if any) payable under the Credit Security Conditions (or in the case of Instalment Certificates, each Instalment Amount) for each Certificate by credit or transfer to the Holder's account with the relevant Clearing System or (in the case of CBF Certificates) the account with the relevant Clearing System of the Holder immediately prior to the delivery of such CBF Certificates to, or to the order of the Issuer, pursuant to Condition 35.2 or the Definitive Security Agent, as the case may be (in the case of English Law Certificates other than CREST Dematerialised Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates, Finnish Dematerialised Certificates and Certificates held through Euroclear France ("**Euroclear France Certificates**") or with the relevant Account Holder (in the case of Euroclear France Certificates)) for value on the Redemption Date (or (a) in the case of Instalment Certificates, on the relevant Instalment Date; or (b) if Multiple Exercise is specified as applicable in the applicable Final Terms, on the relevant Exercise Settlement Date) less any Expenses, such payment to be made in accordance with the rules of such Clearing System or the Definitive Security Agent, as the case may be or Account Holder.

Except in the case of Registered Certificates and CREST Dematerialised Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates, Finnish Dematerialised Certificates and where the Certificates pay interest, subject as provided below, the Issuer, failing which, the Guarantor, if any, shall pay or cause to be paid the Interest Amount for each Certificate in respect of each Interest Payment Date by credit or transfer to the Holder's account with the relevant Clearing System or in the case of Private Placement Definitive Certificates, the office of the Definitive Security Agent, as the case may be, for value on the relevant Interest Payment Date, such payment to be made in accordance with the rules of such Clearing System or the Definitive Security Agent, as the case may be.

Where the Certificates pay Premium Amount(s), subject as provided below, the Issuer, failing which, the Guarantor, if any, shall pay or cause to be paid the Premium Amount for each Certificate in respect of each Premium Amount Payment Date by credit or transfer to the Holder's account with the relevant Clearing System for value on the relevant Premium Amount Payment Date, such payment to be made in accordance with the rules of such Clearing System.

Except in the case of CREST Dematerialised Certificates, Registered Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates and Finnish Dematerialised Certificates, the Issuer or the Guarantor, if any, will be discharged by payment to, or to the order of, the relevant Clearing System or the Definitive Security Agent, as the case may be, or, as the case may be, the relevant Account Holder, in respect of the amount so paid. Each of the persons shown in the records of the relevant Clearing System or the Definitive Security Agent, as the case may be, or whose name appears in the account of the relevant Account Holder (in the case of Euroclear France Certificates) as the holder of a particular amount of the Certificates must look solely to the relevant Clearing System or the Definitive Security Agent, as the case may be, or, as the case may be, the relevant Account Holder for his share of each such payment so made to, or to the order of, such Clearing System or the Definitive Security Agent, as the case may be, or Account Holder.

In the case of OET Certificates, the Issuer shall confirm to the Principal Security Agent and to the relevant Account Holders (in the case of OET Certificates held through Euroclear France) or Euroclear and Clearstream, Luxembourg (in the case of OET Certificates held through Euroclear or Clearstream, Luxembourg), the Cash Settlement Amount to be paid in respect of each OET Certificate.

In the case of Private Placement Definitive Certificates only, if a Holder has given wire transfer instructions to the Issuer and Definitive Security Agent, the Share Company will make all payments in accordance with those instructions.

In the case of CREST Dematerialised Certificates and subject as provided below, the Euroclear Registrar shall pay or cause to be paid the Cash Settlement Amount (if any), the relevant amount (if any) payable under the Credit Security Conditions, Instalment Amount (if any) and the Interest Amount (if any) in respect of CREST Dematerialised Certificates to the relevant Holder's cash account (as shown in the records of the Operator), such payment to be made in accordance with the rules of the Operator. Payments in respect of CREST Dematerialised Certificates will be discharged by payment (as shown in the records of the Operator) to the cash account of the relevant Holder.

In the case of Registered Certificates, the Issuer or, failing which, the Guarantor, if any, shall pay or cause to be paid the Cash Settlement Amount or the relevant amount (if any) payable under the Credit Security Conditions (or in the case of Instalment Amount, each Instalment Amount) in respect of each Registered Certificate (whether or not in global form) against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Certificate at the specified office of the Registrar or any of the Security Agents by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Certificate appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date (the "**Record Date**"). Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the amount of the Certificates held by a holder is less than U.S.$250,000 (or integral multiples of U.S.$1,000 in excess thereof) (or its approximate equivalent in any other Settlement Currency), payment will instead be made by a cheque in the Settlement Currency drawn on a Designated Bank (as defined below). For these purposes, "**Designated Account**" means the account maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means (in the case of payment in a Settlement Currency other than euro) a bank in the principal financial centre of the country of such Settlement Currency and (in the case of a payment in euro) any bank which processes payments in euro.

In the case of Registered Certificates and where the Certificates pay interest, the Issuer or, failing which, the Guarantor, if any, shall pay or cause to be paid the Interest Amount (other than the final Interest Amount) in respect of each Registered Certificate (whether or not in global form) by a cheque in the Settlement Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Certificate appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the Record Date at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Certificate, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) in respect of the Registered Certificates which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the Interest Amount due in respect of each Registered Certificate on redemption will be made in the same manner as payment of the Cash Settlement Amount of such Registered Certificate.

Holders of Registered Certificates will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Certificate as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or

expenses shall be charged to such holders by the Registrar/relevant Security Agent in respect of any payments of principal or interest in respect of the Registered Certificates.

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

A record of each payment made on such Registered Global Certificate, distinguishing between any payment of the Cash Settlement Amount and any Interest Amount, will be made on such Registered Global Certificate by the Registrar to which such Registered Global Certificate is presented for the purpose of making such payment, and such record shall be *prima facie* evidence that the payment in question has been made.

The holder of the relevant Registered Global Certificate shall be the only person entitled to receive payments in respect of Registered Certificates represented by such Registered Global Certificate and the payment obligations of the Issuer or the Guarantor (if applicable) will be discharged by payment to, or to the order of, the holder of such Registered Global Certificate in respect of each amount so paid. Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, as the holder of a particular amount of Certificates must look solely to Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of the relevant Registered Global Certificate. No person other than the holder of the relevant Registered Global Certificate shall have any claim against the Issuer or the Guarantor (if applicable) in respect of any payments due on that Registered Global Certificate.

In the case of Swedish Dematerialised Certificates, payment of the Cash Settlement Amount (if any) (or in the case of Instalment Certificates, each Instalment Amount) or the relevant amount (if any) payable under the Credit Security Conditions and Interest Amount (if any) will be made to persons registered as Holders in the register maintained by Euroclear Sweden, in the case of Swedish Dematerialised Certificates issued in nominal, on the fifth Business Day, or in the case of Swedish Dematerialised Certificates issued in units, the fourth Business Day, immediately prior to the Redemption Date (or in the case of Instalment Certificates, Instalment Date) or Interest Payment Date, as the case may be (the "**Payment Date**") (the "**Swedish Record Date**"). The Swedish Security Agent will pay the relevant amount through Euroclear Sweden to each Holder appearing in the Euroclear Sweden Register on the Swedish Record Date on the Payment Date.

In the case of Danish Dematerialised Certificates, payment of the Cash Settlement Amount (if any) (or in the case of Instalment Certificates, each Instalment Amount) or the relevant amount (if any) payable under the Credit Security Conditions and Interest Amount (if any) will be made to persons registered as Holders in the register maintained by VP Denmark, in the case of Danish Dematerialised Certificates issued in nominal, on the fifth Business Day, or in the case of Danish Dematerialised Certificates issued in units, the fourth Business Day, immediately prior to the Redemption Date (or in the case of Instalment Certificates, Instalment Date) or Interest Payment Date, as the case may be (the "**Payment Date**") (the "**Danish Record Date**"). The Danish Security Agent will pay the relevant amount through VP Denmark to each Holder appearing in the VP Denmark Register on the Danish Record Date on the Payment Date.

In the case of Finnish Dematerialised Certificates, payment of the Cash Settlement Amount (if any) (or in the case of Instalment Certificates, each Instalment Amount) or the relevant amount (if any) payable under the Credit Security Conditions and Interest Amount (if any) will be made to persons registered as Holders in the register maintained by Euroclear Finland, in the case of Finnish Dematerialised Certificates issued in nominal, on the Business Day preceding the Redemption Date (or in the case of Instalment Certificates, Instalment Date) or Interest Payment Date, as the case may be (the "**Finnish Payment Date**"), or in the case of Finnish Dematerialised Certificates issued in units, on the fifth trading day following the Redemption Valuation Date

(both referred to as the "**Finnish Record Date**"). The Finnish Security Agent will pay the relevant amount to each Holder appearing in the Euroclear Finland Register on the Finnish Record Date, in the case of Finnish Dematerialised Certificates issued in nominal, on the Finnish Payment Date, or, in the case of Finnish Dematerialised Certificates issued in units, on the third Business Day following the Finnish Record Date. In the event of late payment not due to an event or circumstance mentioned below in this paragraph, penalty interest will be payable on the overdue amount from the due date for payment thereof up to and including the date on which payment is made at an interest rate corresponding to, in the case of Helsinki Business Day, EURIBOR (or any other interbank offered rate applicable in Helsinki) increased by one percentage point. Interest will not be capitalized. Where the Issuer, the Guarantor, if any, or any Security Agent, due to any legal enactment (domestic or foreign), the intervention of a public authority (domestic or foreign), an act of war, strike, blockade, boycott, lockout or any other similar event or circumstance, is prevented from effecting payment, such payment may be postponed until the time the event or circumstance impeding payment has ceased, with no obligation to pay penalty interest. The provisions in this paragraph shall apply to the extent that nothing to the contrary follows from applicable provisions specified in the applicable Final Terms, or from the provisions of the Finnish Act on the Book-Entry System and Clearing (*Fin. laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (749/2012)) and the Finnish Act on Book-Entry Accounts (*Fin. laki arvo-osuustileistä* (827/1991)).

If the determination of any amount in respect of interest or premium amount due in respect of the Certificates on an Interest Payment Date or Premium Amount Payment Date (such date a "**Scheduled Payment Date**") is calculated by reference to the valuation of one or more Underlying Reference(s) and the date (or final date, as the case may be) for such valuation is postponed or delayed as provided in the Terms and Conditions to a date (such date the "**Delayed Date**") falling less than two Business Days preceding such Scheduled Payment Date, notwithstanding any provision to the contrary in the Terms and Conditions such Interest Payment Date or Premium Amount Payment Date, as the case may be, shall be postponed to the day falling two Business Days following such Delayed Date and no interest, premium or other amount shall be payable on the Certificates in respect of such delay.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment.

35.2 Physical Delivery

(a) Asset Transfer Notices

In relation to Physical Delivery Certificates, in order to obtain delivery of the Entitlement(s) in respect of any Certificate, the relevant Holder must (i) in the case of (a) Certificates represented by a Clearing System Global Certificate held by a Common Depositary on behalf of Clearstream, Luxembourg or Euroclear and/or any other relevant Clearing System, Euroclear France or Clearstream, Frankfurt, or (b) Certificates represented by a Registered Global Certificate, deliver to Clearstream, Luxembourg or Euroclear and/or any other relevant Clearing System, as the case may be, the relevant Account Holder (in the case of Euroclear France Certificates) or, as the case may be, the Frankfurt Certificate Agent (in the case of CBF Certificates), not later than 10.00 a.m. (Local Time) on the Cut-off Date, (ii) in the case of Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, deliver to the New York Security Agent not later than 5.00 p.m., New York City time on the Business Day in New York preceding the Cut-off Date, (iii) in the case of Certificates represented by Private Placement Definitive Certificates, deliver to the Definitive Security Agent, not later than 5.00 p.m., New York City time on the Business Day in New York preceding the Cut-off Date, (iv) in the case of Registered Certificates in the definitive form, deliver to the Registrar not later than 10.00 a.m. (Local Time) on the Cut-off Date, with a copy to the Principal Security Agent, or (v) in the case of CREST Dematerialised Certificates, deliver to the Euroclear Registrar (in a form acceptable thereto) with a copy to BNPP B.V. as Issuer not later than the close of business in the place of receipt on the Cut-off Date, a

duly completed asset transfer notice (an "**Asset Transfer Notice**") in the form set out in the Agency Agreement or (in the case of CREST Dematerialised Certificates) in the form set out in the Euroclear Agreement or (in the case of CBF Certificates) such other form as may be acceptable to the Frankfurt Certificate Agent in accordance with the provisions set out in this Condition. In the case of CBF Certificates, the relevant Holder must also deliver to the Frankfurt Certificate Agent the CBF Certificates to which such Asset Transfer Notice relates and failure to deliver such CBF Certificates at or prior to the time such Asset Transfer Notice is delivered shall render such Asset Transfer Notice null and void.

Copies of the Asset Transfer Notice may be obtained during normal business hours from the specified office of any Security Agent, the Registrar or the Euroclear Registrar, as the case may be.

In the case of Certificates represented by a Clearing System Global Certificate or Registered Global Certificate or in the case of CREST Dematerialised Certificates, an Asset Transfer Notice may only be delivered in such manner as is acceptable to the relevant Clearing System, the Euroclear Registrar (if applicable), the relevant Account Holder or, as the case may be, the Frankfurt Certificate Agent, which is expected to be by authenticated SWIFT message or tested telex or, in the case of the New York Security Agent, by facsimile. In the case of Private Placement Definitive Certificates and definitive Registered Certificates, the Asset Transfer Notice may only be delivered by facsimile.

The Asset Transfer Notice shall:

(i) specify the name, address and contact telephone number of the relevant Holder and the person from whom the Issuer may obtain details for the delivery of the Entitlement;

(ii) specify the series number of the Certificates and the number of Certificates which are the subject of such notice;

(iii) other than in the case of CBF Certificates, in the case of Clearing System Global Certificates or a Registered Global Certificate, specify the number of the Holder's securities account at the relevant Clearing System or, as the case may be, the relevant Account Holder to be debited with such Certificates or, in the case of Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, specify the designated account at DTC to be debited with such Certificates;

(iv) other than in the case of CBF Certificates, (A) in the case of Clearing System Global Certificates or a Registered Global Certificate, irrevocably instruct the relevant Clearing System or, as the case may be, the relevant Account Holder to debit the relevant Holder's securities account with the relevant Certificates or, in the case of Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, irrevocably instruct the New York Security Agent to debit the relevant Holder's account with the relevant Certificates or (B) in the case of Private Placement Definitive Certificates or definitive Registered Certificates, irrevocably instruct the Definitive Security Agent or Registrar, as the case may be, to remove from the Private Placement Register or Register, as the case may be, on or before the Redemption Date or (in the case of Credit Certificates) the Delivery Date (as defined in the Credit Security Conditions) of the Certificates which are subject of such notice;

(v) (A) in the case of Clearing System Global Certificates or a Registered Global Certificate, include an undertaking to pay all Expenses and an authority to the relevant Clearing System or, as the case may be, the relevant Account Holder to debit a specified account with the relevant Clearing System or, as the case may be, the relevant Account Holder, in respect thereof and to pay such Expenses or, in the case of Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, an authority to the New York Security Agent to debit a specified account of the Holder and to pay such Expenses, (B) in the case of Private Placement Definitive Certificates or definitive

Registered Certificates, include an undertaking to pay all Expenses and an authority to the Definitive Security Agent or Registrar, as the case may be, to deduct an amount in respect thereof from any amount due to such Holder and/or debit a specified account of the Holder in respect thereof or (C) in the case of CREST Dematerialised Certificates, specify the cash memorandum account of the Holder (as shown in the records of the Operator) from which the Expenses will be paid to the Euroclear Registrar's account with the Operator against delivery of the Entitlement and irrevocably agree to deliver such instructions to the Operator as may be requested by the Euroclear Registrar to give effect to the relevant delivery and payments specified above;

(vi) include such details as are required by the applicable Final Terms for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and (A) in the case of Certificates represented by (i) a Clearing System Global Certificate held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System or by Clearstream, Frankfurt or (ii) a Registered Global Certificate, specify the name and number of the account with the relevant Clearing System or, as the case may be, the relevant Account Holder to be credited with any cash payable by the Issuer, either in respect of any amounts payable pursuant to Credit Security Condition 4, any other cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Cash Settlement Price, as applicable, or as a result of the Issuer electing to pay the Alternate Cash Amount, (B) in the case of Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, specify the details of the account to be credited with any cash payable by the Issuer, either in respect of any amounts payable pursuant to Credit Security Condition 4, any other cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of BNPP electing to pay the Alternate Cash Amount, (C) in the case of Private Placement Definitive Certificates or definitive Registered Certificates, specify the details of the account to be credited with any cash payable by BNPP either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement, or as a result of BNPP electing to pay the Alternate Cash Amount or (D) in the case of CREST Dematerialised Certificates, specify the cash memorandum account of the Holder (as shown in the records of the Operator) to be credited with any cash payable by BNPP B.V. either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement, or as a result of BNPP B.V. electing to pay the Alternate Cash Amount;

(vii) with respect to Currency Securities only, (A) in the case of Clearing System Global Certificates other than a Rule 144A Global Certificate or a Registered Global Certificate, specify the number of the account at the relevant Clearing System or, as the case may be, the relevant Account Holder to be credited with the amount due upon redemption of the Certificates, (B) in the case of Currency Securities represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, specify the designated account at DTC to be credited with the amount due upon redemption of the Certificates, (C) in the case of Private Placement Definitive Certificates or definitive Registered Certificates, specify the details of the account to be credited with the amount due upon redemption of the Certificates, or (D) in the case of CREST Dematerialised Certificates, specify the cash memorandum account of the Holder as shown in the records of the Operator to be credited with the amount due upon redemption of the Certificates;

(viii) certify, if required, in the case of Clearing System Global Certificates other than a Rule 144A Global Certificate, Registered Certificates or CREST Dematerialised Certificates, that the beneficial owner of each Certificate is not a U.S. person (as defined in the Asset Transfer Notice), the Certificate is not

being redeemed within the United States or on behalf of a U.S. person and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any redemption thereof; and, where appropriate, including in the case of a Rule 144A Global Certificate, undertake to provide such various forms of certification in respect of restrictions under the securities, commodities and other laws of the United States of America as required by the relevant Agent;

(ix) in the case of Private Placement Definitive Certificates, include an undertaking to provide such various forms of certification in respect of restrictions under the securities, commodities and other laws of the United States of America as required by the relevant Agent;

(x) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement or (in the case of CREST Dematerialised Certificates), the Euroclear Agreement).

If Condition 5.3 applies, the form of Asset Transfer Notice required to be delivered will be different from that set out above. Copies of such Asset Transfer Notice may be obtained from the relevant Clearing System or, as the case may be, the relevant Account Holder and the relevant Security Agent, the Registrar or the Euroclear Registrar, as the case may be.

(b) Verification of the Holder

Upon receipt of an Asset Transfer Notice, the relevant Clearing System, the relevant Account Holder or, as the case may be, the Frankfurt Certificate Agent shall verify that the person delivering the Asset Transfer Notice is the holder of the Certificates described therein according to the records of the relevant Clearing System or Account Holder, as the case may be. Subject thereto, the relevant Clearing System, the relevant Account Holder or, as the case may be, Frankfurt Certificate Agent will confirm to the Principal Security Agent the series number and number of Certificates the subject of such notice, the relevant account details and the details for the delivery of the Entitlement of each Certificate. Upon receipt of such confirmation, the Principal Security Agent will inform the Issuer thereof. The relevant Clearing System or, as the case may be, the relevant Account Holder will on or before the Delivery Date or (in the case of Credit Certificates) the Delivery Date (as defined in the Credit Security Conditions) debit the securities account of the relevant Holder or, in the case of CBF Certificates, the securities account of the Frankfurt Certificate Agent with the relevant Certificates.

In the case of Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, upon receipt of an Asset Transfer Notice, the New York Security Agent shall verify that the person delivering the Asset Transfer Notice is the Holder according to the records of DTC. Subject thereto, the New York Security Agent will confirm the series number and number of Certificates the subject of such notice, the relevant account details and the details for the delivery of the Entitlement of each Certificate. Upon receipt of such confirmation, the New York Security Agent will inform BNPP thereof. The New York Security Agent will, on or before the Delivery Date or (in the case of Credit Certificates) the Delivery Date (as defined in the Credit Security Conditions), debit the account of the relevant Holder with the relevant Certificates. In the case of Private Placement Definitive Certificates, upon receipt of an Asset Transfer Notice, the Definitive Security Agent shall verify that the person delivering the Asset Transfer Notice is the Holder according to the Private Placement Register. Subject thereto, the Definitive Security Agent will confirm the series number and number of Certificates the subject of such notice and the details for the delivery of the Entitlement of each Certificate. Upon receipt of such confirmation, the Definitive Security Agent will inform BNPP thereof. The Definitive Security Agent will, on or before the Delivery Date or (in the case of Credit Certificates) the Delivery Date (as defined in the Credit Security Conditions), update the Private Placement Register.

In the case of definitive Registered Certificates, upon receipt of an Asset Transfer Notice, the Registrar shall verify that the person delivering the Asset Transfer Notice is the Holder according to the Register. Subject thereto, the Registrar will confirm the series number and number of Certificates the subject of such notice and the details for the delivery of the Entitlement of each Certificate. Upon receipt of such confirmation, the Registrar will inform the Issuer thereof. The Registrar will, on or before the Delivery Date or (in the case of Credit Certificates) the Delivery Date (as defined in the Credit Security Conditions), update the Register.

In the case of CREST Dematerialised Certificates, upon receipt of an Asset Transfer Notice, the Euroclear Registrar shall verify that the person delivering the Asset Transfer Notice is the Holder of the related CREST Dematerialised Certificates (described therein) according to the Record maintained by the Euroclear Registrar. Subject thereto, the Euroclear Registrar will confirm the series number and number of Certificates the subject of such notice, the relevant account details (if applicable) and the details for the delivery of the Entitlement of each Certificate. Upon receipt of such confirmation, the Euroclear Registrar will inform BNPP B.V. as Issuer thereof. The Euroclear Registrar will, on or before the Delivery Date or (in the case of Credit Certificates) the Delivery Date (as defined in the Credit Security Conditions), amend the Record.

(c) Determinations and Delivery

Any determination as to whether an Asset Transfer Notice is duly completed and in proper form shall be made by (i) in the case of CBF Certificates, the Frankfurt Certificate Agent, (ii) in the case of Clearing System Global Certificates (other than CBF Certificates or Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC) and a Registered Global Certificate, the relevant Clearing System or, as the case may be, the relevant Account Holder, (iii) in the case of Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, the New York Security Agent, (iv) in the case of Private Placement Definitive Certificates, the Definitive Security Agent, (v) in the case of definitive Registered Certificates, the Registrar, or (vi) in the case of CREST Dematerialised Certificates, the Euroclear Registrar, and (other than in the case of CREST Dematerialised Certificates), in each case, in consultation with the Principal Security Agent, and shall be conclusive and binding on the Issuer, the Guarantor, if any, the Security Agents, the Euroclear Registrar (if applicable) and the relevant Holder. Subject as set out below, any Asset Transfer Notice so determined to be incomplete or not in proper form, or which is not copied to the Principal Security Agent immediately after being delivered or sent to the relevant Clearing System or, as the case may be, the relevant Account Holder, the New York Security Agent, the Definitive Security Agent, the Frankfurt Certificate Agent, the Euroclear Registrar or the Registrar, as provided in paragraph (a) above, shall be null and void.

If such Asset Transfer Notice is subsequently corrected to the satisfaction of the relevant Clearing System, the Frankfurt Certificate Agent, the New York Security Agent, the Definitive Security Agent, the Euroclear Registrar or the Registrar or, as the case may be, the relevant Account Holder, (other than in the case of CREST Dematerialised Certificates), in consultation with the Principal Security Agent, it shall be deemed to be a new Asset Transfer Notice submitted at the time such correction was delivered to the relevant Clearing System, the Frankfurt Certificate Agent, the New York Security Agent, the Definitive Security Agent, the Euroclear Registrar or the Registrar or, as the case may be, the relevant Account Holder and the Principal Security Agent.

The relevant Clearing System, the Frankfurt Certificate Agent, the New York Security Agent, the Definitive Security Agent, the Euroclear Registrar or the Registrar, as the case may be, or, as the case may be, the relevant Account Holder shall use its best efforts promptly to notify the Holder submitting an Asset Transfer Notice if, in consultation with the Principal Security Agent, it has determined that such Asset Transfer Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Guarantor, if any, the Security Agents, the Registrar, the Euroclear Registrar or the relevant Clearing System or, as the case may be, the relevant Account Holder shall be liable to any person with respect

to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

No Asset Transfer Notice may be withdrawn after receipt thereof by the relevant Clearing System, the relevant Account Holder, the Registrar, the Euroclear Registrar or the relevant Security Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice, the relevant Holder may not transfer the Certificates which are the subject of such notice.

The Entitlement will be delivered at the risk of the relevant Holder, in the manner provided below on the Redemption Date (such date, subject to adjustment in accordance with this Condition, the "**Delivery Date**") or (in the case of Credit Certificates) the Delivery Date (as defined in the Credit Security Conditions), provided that the Asset Transfer Notice is duly delivered to the relevant Clearing System or the relevant Security Agent, the relevant Account Holder or, as the case may be, the Frankfurt Certificate Agent or the Euroclear Registrar, and other than in the case of CREST Dematerialised Certificates, with a copy to the Principal Security Agent, as provided above on or prior to the Cut-Off Date.

If a Holder fails to give an Asset Transfer Notice as provided herein and, other than in the case of CREST Dematerialised Certificates, with a copy to the Principal Security Agent, on or prior to the Cut-Off Date, then the Entitlement will be delivered or, as the case may be, Delivered as soon as practicable after the Redemption Date (in which case, such date of delivery shall be the Delivery Date) or (in the case of Credit Certificates) the original date fixed for delivery, at the risk of such Holder in the manner provided herein. For the avoidance of doubt, in such circumstances such Holder shall not be entitled to any payment, whether of interest or otherwise, as a result of the Delivery Date or the Delivery Date (as defined in the Credit Security Conditions), as the case may be, falling after the Redemption Date or the original date fixed for delivery, as applicable, and no liability in respect thereof shall attach to the Issuer or the Guarantor, if any.

The Issuer shall at the risk of the relevant Holder, deliver or procure the delivery of the Entitlement or (in the case of Credit Certificates) Deliver the Deliverable Obligations, obligations and/or other assets comprising the Entitlement for each Certificate, pursuant to the details specified in the Asset Transfer Notice or in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine and notify to the person designated by the Holder in the relevant Asset Transfer Notice. All Expenses arising from the delivery of the Entitlement or Delivery of the Deliverable Obligations, obligations and/or other assets comprising the Entitlement, as the case may be, in respect of such Certificates shall be for the account of the relevant Holder and no delivery of the Entitlement or Delivery of the Deliverable Obligations, obligations and/or other assets comprising the Entitlement, as the case may be, shall be made until all Expenses have been paid to the satisfaction of the Issuer by the relevant Holder.

(d) General

If Aggregation is specified as applicable in the applicable Final Terms, certificates held by the same Holder will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Certificates, provided that the aggregate Entitlements in respect of the same Holder will be rounded down to the nearest whole unit of the Relevant Asset, each of the Relevant Assets, the Deliverable Obligation or the Deliverable Obligations, as the case may be, in such manner as the Calculation Agent shall determine. Fractions of the Relevant Asset, of each of the Relevant Assets, the Deliverable Obligation or the Deliverable Obligations, as the case may be, will not be delivered and in lieu thereof a cash adjustment calculated by the Calculation Agent in its sole and absolute discretion shall be paid to the Holder.

Following the Delivery Date of a Share Security or ETI Security all dividends on the relevant Shares or ETI Interests to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Shares or ETI Interests executed on the Delivery Date and to be delivered in the same

manner as such relevant Shares or ETI Interests. Any such dividends to be paid to a Holder will be paid to the account specified by the Holder in the relevant Asset Transfer Notice as referred to in Condition 35.2(a).

For such period of time after delivery or Delivery of the Entitlement as the Issuer or any person acting on behalf of the Issuer shall continue to be the legal owner of the securities or Deliverable Obligations, obligations and/or other assets comprising the Entitlement (the "**Intervening Period**"), none of the Issuer, the Guarantor, if any, the Calculation Agent nor any other person shall at any time (i) be under any obligation to deliver or procure delivery to any Holder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of such securities, obligations, assets or Deliverable Obligations, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities, obligations, assets or Deliverable Obligations or (iii) be under any liability to a Holder in respect of any loss or damage which such Holder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities, obligations, assets or Deliverable Obligations.

(e) Commodity Securities shall not be Physical Delivery Certificates.

## 36. PRESCRIPTION (CERTIFICATES)

Claims against the Issuer or the Guarantor, if any, for payment of principal, interest and/or Premium Amount in respect of the Certificates (other than Finnish Dematerialised Certificates) shall become void unless made within 60 months from the Redemption Date, or in the case of Finnish Dematerialised Certificates, within three years from the Redemption Date, and no claims shall be made after such date.

## ANNEX 1

## 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 Securities. 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 terms and conditions of the W&C Securities (the "**W&C Security Conditions**"), as applicable, and the Payout Conditions, the Payout Conditions shall prevail. The descriptions of the payouts, coupon rates or premium amount rates and entitlement amounts 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, coupon rate or premium amount rate or entitlement amount, as applicable. The nomenclature of ETS payouts is based on a combination of the European Structured Investment Products Association (EUSIPA) categorisation and BNPP's internal codification.

### 1. ETS PAYOUTS

#### 1.1 Final Payouts

The following final payouts (each a "**Final Payout**") shall apply to the Securities if specified in the applicable Final Terms:

(a) **ETS Final Payout 1100**

If ETS Final Payout 1100 is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is less than or equal to the Protection Level:

Notional Amount × Protection Factor; or

(ii) if Settlement Price Final is greater than the Protection Level:

$$\text{Notional Amount} + \text{Notional Amount} \times \text{Participation Factor} \times \left(\left(\frac{\text{Settlement Price Final}}{\text{Strike Price}}\right) - 1\right)$$

*Description of the Payout*

*If the Settlement Price of the Underlying Reference on the Valuation Date is equal to or less than the Protection Level, the Payout will equal the Notional Amount multiplied by the Protection Factor. Otherwise the Payout will equal the Notional Amount plus the performance of the Underlying Reference multiplied by the Participation Factor.*

(b) **ETS Final Payout 1120**

If ETS Final Payout 1120 is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is less than or equal to the Protection Level:

Notional Amount × Protection Factor; or

(ii) if Settlement Price Final is greater than the Protection Level:

$$\text{Min (Notional Amount} + \text{Notional Amount} \times \text{Participation Factor} \times \left[\left(\frac{\text{Settlement Price Final}}{\text{Strike Price}}\right) - 1\right];$$

Notional Amount × Cap Level Percentage);

***Description of the Payout***

*If the Settlement Price of the Underlying Reference on the Valuation Date is equal to or less than the Protection Level, the Payout will equal the Notional Amount multiplied by the Protection Factor. Otherwise the Payout will equal the Notional Amount plus the performance of the Underlying Reference multiplied by the Participation Factor, subject to a cap of the Cap Level Percentage.*

(c) **ETS Final Payout 1200**

If ETS Final Payout 1200 is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is less than or equal to the Maximum Payout Amount:

$$\frac{\text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(ii) if Settlement Price Final is greater than the Maximum Payout Amount:

$$\frac{\text{Maximum Payout Amount}}{\text{Parity} \times \text{Exchange Rate Final}}$$

*Description of the Payout*

*If the Settlement Price of the Underlying Reference on the Valuation Date is equal to or less than the Maximum Payout Amount, the Payout will equal the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate and Parity). Otherwise the Payout will equal the Maximum Payout Amount (divided by the product of the Exchange Rate and Parity).*

(d) **ETS Final Payout 1230/1**

If ETS Final Payout 1230/1 is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is equal to or greater than the Barrier Level:

Notional Amount × (100% + Coupon Percentage); or

(ii) if Settlement Price Final is less than the Barrier Level:

$$\text{Notional Amount} \times \frac{\text{Settlement Price Final}}{\text{Strike Price}} + \text{Coupon Percentage}.$$

***Description of the Payout***

*If the Settlement Price of the Underlying Reference on the Valuation Date is equal to or greater than the Barrier Level, the Payout will equal the Notional Amount plus the Coupon Percentage. Otherwise the Payout will equal the Notional Amount minus the performance of the Underlying Reference plus the Coupon Percentage.*

(e) **ETS Final Payout 1230/2**

If ETS Final Payout 1230/2 is specified as applicable in the applicable Final Terms:

(i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is greater than the Barrier Level:

$$\text{Notional Amount} \times (100\% + \text{Coupon Percentage})$$; or

(ii) if at any time on an Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Barrier Level:

$$\text{Notional Amount} \times \frac{\text{Settlement Price Final}}{\text{Strike Price}} + \text{Coupon Percentage}.$$

*Description of the Payout*

*If no Knock-Out Event occurs during the term of the Securities, the Payout will equal the Notional Amount plus the Coupon Percentage. Otherwise the Payout will equal the Notional Amount minus the performance of the Underlying Reference plus the Coupon Percentage.*

(f) **ETS Final Payout 1240/1**

If ETS Final Payout 1240/1 is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is greater than the Strike Price:

$$\text{Notional Amount} \times \text{Min}\left[\text{L} \times \left(\frac{\text{Settlement Price Final - Strike Price}}{\text{Strike Price}}\right) + 1; \text{Cap Level Percentage}\right]$$; or

(ii) if Settlement Price Final is less than or equal to the Strike Price:

$$\text{Notional Amount} \times \left(\frac{\text{Settlement Price Final}}{\text{Strike Price}}\right).$$

***Description of the Payout***

*If the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Strike Price, the Payout will equal the Notional Amount plus L multiplied by the performance of the Underlying Reference, subject to a cap of the Cap Level Percentage. Otherwise, the Payout will equal the Notional Amount minus the performance of the Underlying Reference.*

(g) **ETS Final Payout 1240/2**

If ETS Final Payout 1240/2 is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is greater than the Strike Price:

$$\text{Notional Amount} \times \text{Min}\left[\text{L} \times \left(\frac{\text{Settlement Price Final - Strike Price}}{\text{Strike Price}}\right) + 1; \text{Cap Level Percentage}\right]$$;

(ii) if Settlement Price Final is less than or equal to the Strike Price and no Knock-out Event has occurred:

$$\text{Notional Amount} \times 100\%$$; or

(iii) if Settlement Price Final is less than or equal to the Strike Price and a Knock-out Event has occurred:

$$\text{Notional Amount} \times \left(\frac{\text{Settlement Price Final}}{\text{Strike Price}}\right).$$

***Description of the Payout***

*If the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Strike Price, the Payout will equal the Notional Amount plus L multiplied by the performance of the*

*Underlying Reference, subject to a cap of the Cap Level Percentage. If the Settlement Price of the Underlying Reference on the Valuation Date is less than or equal to the Strike Price and no Knock-out Event has occurred, the Payout provides 100% capital protection. Otherwise the Payout will equal the Notional Amount minus the performance of the Underlying Reference.*

(h) **ETS Final Payout 1240/3**

If ETS Final Payout 1240/3 is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is greater than the Strike Price:

$$\text{Notional Amount} \times \text{Min}\left[\text{L} \times \left(\frac{\text{Settlement Price Final - Strike Price}}{\text{Strike Price}}\right) + 1; \text{Cap Level Percentage}\right];$$

(ii) if Settlement Price Final is less than or equal to the Strike Price and equal to or greater than the Barrier Level:

Notional Amount × 100%; or

(iii) if Settlement Price Final is less than the Barrier Level:

$$\text{Notional Amount} \times \left(\frac{\text{Settlement Price Final}}{\text{Strike Price}}\right).$$

*Description of the Payout*

*If the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Strike Price, the Payout will equal the Notional Amount plus L multiplied by the performance of the Underlying Reference, subject to a cap of the Cap Level Percentage. If the Settlement Price of the Underlying Reference on the Valuation Date is less than or equal to the Strike Level but greater than or equal to the Barrier Level, the Payout provides for 100% principal protection. Otherwise the Payout will equal the Notional Amount minus the performance of the Underlying Reference.*

(i) **ETS Final Payout 1240/4**

If ETS Final Payout 1240/4 is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is greater than the Strike Price:

$$\frac{\left[\text{Strike Price} + \text{Sprint Factor} \times \left[\text{Min}\left(\text{Upper Level; Settlement Price Final}\right) - \text{Strike Price}\right]\right]}{\left[\text{Parity} \times \text{Exchange Rate Final}\right]}; \text{ or}$$

(ii) if Settlement Price Final is less than or equal to the Strike Price:

$$\frac{\text{Settlement Price Final}}{\left[\text{Parity} \times \text{Exchange Rate Final}\right]}$$

***Description of the Payout***

*If the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Strike Price, the Payout will equal the Strike Price plus the Sprint Factor multiplied by the difference between the Settlement Price of the Underlying Reference on the Valuation Date and the Strike Price, subject to a cap of the Strike Price plus the Sprint Factor multiplied by the Upper Level less the Strike Price divided by the product of the Exchange Rate and Parity. Otherwise, the Payout will equal the Settlement Price of the Underlying Reference on the Valuation Date divided by the product of the Exchange Rate and Parity.*

(j) **ETS Final Payout 1250/1**

If ETS Final Payout 1250/1 is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is greater than the Barrier Level:

$$\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(ii) if Settlement Price Final is less than or equal to the Barrier Level:

$$\frac{\text{Min [Settlement Price Final; Cap Level]}}{[\text{Parity} \times \text{Exchange Rate Final}]}.$$

*Description of the Payout*

*If the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Barrier Level, the Payout will equal the Bonus Level (divided by the product of the Exchange Rate and Parity). Otherwise the Payout will be equal to the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate and Parity).*

(k) **ETS Final Payout 1250/2**

If ETS Final Payout 1250/2 is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is less than the Cap Level and equal to or greater than the Barrier Level:

$$\text{Notional Amount} \times \text{Max}\left(\text{Bonus Level Percentage}; \frac{\text{Settlement Price Final}}{\text{Strike Price}}\right);$$

(ii) if Settlement Price Final is equal to or greater than the Cap Level:

Notional Amount × Cap Level Percentage; or

(iii) if Settlement Price Final is less than the Barrier Level:

$$\text{Notional Amount} \times \left(\frac{\text{Settlement Price Final}}{\text{Strike Price}}\right).$$

*Description of the Payout*

*If the Settlement Price of the Underlying Reference on the Valuation Date is less than the Cap Level but equal to or greater than the Barrier Level, the Payout will equal the Notional Amount multiplied by the Bonus Level Percentage, or plus the performance of the Underlying Reference, if greater. If the Settlement Price of the Underlying Reference on the Valuation Date is equal to or greater than the Cap Level, the Payout will equal the Notional Amount multiplied by the Cap Level Percentage. Otherwise the Payout will equal the Notional Amount plus the performance of the Underlying Reference.*

(l) **ETS Final Payout 1250/3**

If ETS Final Payout 1250/3 is specified as applicable in the applicable Final Terms:

(i) if no Knock-out Event has occurred and Settlement Price Final is greater than the Cap Level:

$$\text{Notional Amount} \times \text{Max}\left[200\% - \text{Bonus Level Percentage}; 200\% - \frac{\text{Settlement Price Final}}{\text{Strike Price}}\right];$$

(ii) if no Knock-out Event has occurred and Settlement Price Final is less than or equal to the Cap Level:

Notional Amount × [200% - Cap Level Percentage]; or

(iii) if a Knock-out Event has occurred:

$$\text{Notional Amount} \times [\text{Max}\ (0, \text{Min}\ ((200\% - \frac{\text{Settlement Price Final}}{\text{Strike Price}})); (200\% - \text{Cap Level Percentage}))]$$

*Description of the Payout*

*If the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Cap Level and no Knock-out Event occurs, the Payout will equal the Notional Amount multiplied by 200% minus the Bonus Level Percentage or the performance of the Underlying Reference, if lower. If the Settlement Price of the Underlying Reference on the Valuation Date is equal to or less than the Cap Level, the Payout will equal the Notional Amount multiplied by 200% minus the Cap Level Percentage. Otherwise, the Payout will equal the maximum of zero and the lesser of the Notional Amount multiplied by 200% minus the performance of the Underlying Reference and the Notional Amount minus the Cap Level Percentage.*

(m) **ETS Final Payout 1250/4**

If ETS Final Payout 1250/4 is specified as applicable in the applicable Final Terms:

(i) if the Underlying Reference Level has never been less than or equal to the Barrier Level at any time on any Observation Date during the Observation Period:

$$\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(ii) otherwise:

$$\frac{\text{Min}[\text{Settlement Price Final; Cap Level}]}{[\text{Parity} \times \text{Exchange Rate Final}]}.$$

*Description of the Payout*

*If the Underlying Reference Level has never been less than or equal to the Barrier Level during the Observation Period, the Payout will be equal to the Bonus Level (divided by the Exchange Rate and Parity). Otherwise the Payout will be equal to the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate and Parity) subject to a maximum of Cap Level (divided by the Exchange Rate and Parity).*

(n) **ETS Final Payout 1250/5**

If ETS Final Payout 1250/5 is specified as applicable in the applicable Final Terms:

(i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is greater than the Barrier Level and if Settlement Price Final is less than the Cap Level:

$$\text{Notional Amount} \times \text{Max}\left(\text{Bonus Level Percentage}; \frac{\text{Settlement Price Final}}{\text{Strike Price}}\right);$$

(ii) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is greater than the Barrier Level and if Settlement Price Final is greater than or equal to the Cap Level:

Notional Amount × Cap Level Percentage; or

(iii) if at any time on an Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Barrier Level:

$$\text{Notional Amount} \times \text{Min}\left(\text{Cap Level Percentage}; \frac{\text{Settlement Price Final}}{\text{Strike Price}}\right).$$

*Description of the Payout*

*If the Settlement Price of the Underlying Reference on the Valuation Date is less than the Cap Level and no Knock-out Event occurs, the Payout will equal the Notional Amount multiplied by the maximum of the Bonus Level Percentage and the performance of the Underlying Reference. If the Settlement Price of the Underlying Reference on the Valuation Date is equal to or greater than the Cap Level and no Knock-out event occurs, the Payout will equal the Notional Amount multiplied by the Cap Level Percentage. Otherwise the Payout will equal the greater of the Notional Amount plus the performance of the Underlying Reference and the Notional Amount multiplied by the Cap Level Percentage.*

(o) **ETS Final Payout 1250/6**

If ETS Final Payout 1250/6 is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is greater than the Barrier Level:

Express Amount; or

(ii) if Settlement Price Final is less than or equal to the Barrier Level:

$$\text{Issue Price} \times \left(\frac{\text{Settlement Price Final}}{\text{Strike Price}}\right).$$

*Description of the Payout*

*If the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Barrier Level, the Payout will equal the Express Amount. Otherwise, the Payout will equal the Issue Price minus the performance of the Underlying Reference.*

(p) **ETS Final Payout 1250/7**

If ETS Final Payout 1250/7 is specified as applicable in the applicable Final Terms:

(i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is less than the Barrier Level:

$$\frac{\text{Reverse Level - Bonus Level}}{\text{[Parity x Exchange Rate Final]}}; \text{ or}$$

(ii) otherwise:

$$\text{Max}\left[0; \frac{\text{Reverse Level - Max[Settlement Price Final; Cap Level]}}{\text{Parity x Exchange Rate Final}}\right]$$

***Description of the Payout***

*If the Underlying Reference Level is at all times during the Observation Period less than the Barrier Level, the Payout will equal the difference between the Reverse Level and the Bonus Level (divided by the product of the Exchange Rate and Parity). Otherwise the Payout will equal the Reverse Level minus the greater of the Settlement Price on the Valuation Date and the Cap Level (divided by the product of the Exchange Rate and Parity), subject to a minimum of zero.*

(q) **ETS Final Payout 1260/1**

If ETS Final Payout 1260/1 is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is greater than or equal to the Strike Price:

Notional Amount × [100%+Premium Percentage × [n]];

(ii) if Settlement Price Final is less than the Strike Price and greater than or equal to the Barrier Level:

Notional Amount ×100%; or

(iii) if Settlement Price Final is less than the Barrier Level:

$$\text{Notional Amount} \times \left[100\% + \frac{\text{Settlement Price Final - Underlying Reference Initial}}{\text{Underlying Reference Initial}}\right].$$

*Description of the Payout*

*If the Settlement Price of the Underlying Reference on the Valuation Date is greater than or equal to the Strike Price, the Payout will equal the Notional Amount plus a premium. If the Settlement Price of the Underlying Reference on the Valuation Date is lower than the Strike Price but greater than or equal to the Barrier Level, the Payout provides 100% principal protection. Otherwise, the Payout will equal the Notional Amount minus the performance of the Underlying Reference.*

(r) **ETS Final Payout 1260/2**

If ETS Final Payout 1260/2 is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is greater than or equal to the Barrier Level:

Notional Amount × [100% + [Premium Percentage] × [n]]; or

(ii) if Settlement Price Final is less than the Barrier Level:

$$\text{Notional Amount} \times \left[100\% + \left(\frac{\text{Settlement Price Final - Underlying Reference Initial}}{\text{Underlying Reference Initial}}\right)\right]$$

*Description of the Payout*

*If the Settlement Price of the Underlying Reference on the Valuation Date is greater than or equal to the Barrier Level, the Payout will equal the Notional Amount plus a premium. Otherwise, the Payout will equal the Notional Amount minus the performance of the Underlying Reference.*

(s) **ETS Final Payout 1300**

If ETS Final Payout 1300 is specified as applicable in the applicable Final Terms:

$$Cert_{(t0)} \times AF_{(t)} \times \left[UR_{(t)} \times Fx_{(t)} / \left(UR_{(t0)} \times Fx_{(t0)}\right)\right]$$

Where:

"**$ACT_{(i,i-1)}$**" means the number of calendar days between two ACT Days;

"**ACT Day**" means Scheduled Trading Days, Custom Index Business Days, Commodity Business Days or Calendar days as specified in the applicable Final Terms;

"**$AF_{(t)}$**" means fees $factor_{(t)}$ * div reinvested $factor_{(t)}$;

"**$Cert_{(t0)}$**" means the amount specified as such in the applicable Final Terms;

"**div reinvested $factor_{(t)}$**" means (i) if the Underlying Reference is a Share or an Index (where in the determination of the Calculation Agent dividends on the constituent share are not reinvested in the Index), Product $_{(t0)}$ to $_{(t)}$ (1 + Div Percentage * Gross $div_{(ti)}$ / $URl_{(ti-1)}$) or (ii) otherwise, 1;

"**Div Percentage**" means percentage specified as such in the applicable Final Terms;

"**fees**" means the percentage specified as such in the applicable Final Terms;

"**fees $factor_{(t)}$**" means Product $_{(t0)}$ to $_{(t)}$ (1 – fees*$ACT_{(i,i-1)}$/360);

"**$Fx_{(t)}$**" means Exchange Rate Final;

"**$Fx_{(t0)}$**" means Exchange Rate Initial;

"**Gross $div_{(ti)}$**" means (i) if the Underlying Reference is a Share, any ordinary cash dividends (before deduction of any withholding or deduction of taxes at source by or behalf of any applicable authority having power to tax in respect of such dividend and without any tax credit refund or deduction granted by any applicable authority having power to tax in respect of such dividend) ex-dividend at $date_{ti}$ and effectively paid or (ii) if the Underlying Reference is an Index, any ordinary cash dividends (before deduction of any withholding or deduction of taxes at source by or behalf of any applicable authority having power to tax in respect of such dividend and without any tax credit refund or deduction granted by any applicable authority having power to tax in respect of such dividend) ex-dividend at date $_{ti}$ on any constituent share in such Index at date $_{ti}$, taking into account the weight of such constituent share at date $_{ti-1}$ and effectively paid.

"**$UR_{(t)}$**" means Settlement Price Final;

"**$UR_{(ti-1)}$**" means the Settlement Price on the Scheduled Trading Day prior to the Dividend ex $Date_{(ti-1)}$; and

"**$UR_{(t0)}$**" means the Settlement Price of the Underlying Reference on the Strike Date.

***Description of the Product***

*The Payout replicates the performance of the Underlying Reference less certain amounts (including, but not limited to, fees (including quanto fees), dividends paid (if applicable) and roll fees depending of the Underlying Reference).*

(t) **ETS Final Payout 1320/1**

If ETS Final Payout 1320/1 is specified as applicable in the applicable Final Terms:

(i) if the Underlying Reference Level has never been less than or equal to the Barrier Level at any time on any Observation Date during the Observation Period:

$$\frac{\text{Max [Settlement Price Final; Bonus Level]}}{\text{[Parity} \times \text{Exchange Rate Final]}}\text{; or}$$

(ii) otherwise:

$$\frac{\text{Settlement Price Final}}{\text{[Parity} \times \text{Exchange Rate Final]}}.$$

*Description of the Payout*

*If the Underlying Reference Level has never been less than or equal to the Barrier Level during the Observation Period, the Payout will be equal to the maximum of the Bonus Level (divided by the product of the Exchange Rate and Parity) and the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate and Parity). Otherwise the Payout will be equal to the Settlement Price on the Valuation Date (divided by the Exchange Rate and Parity).*

(u) **ETS Final Payout 1320/2**

If ETS Final Payout 1320/2 is specified as applicable in the applicable Final Terms:

(i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is greater than the Barrier Level:

$$\text{Notional Amount} \times \text{Max}\left(\text{Bonus Level Percentage};\ \frac{\text{Settlement Price Final}}{\text{Strike Price}}\right)\text{; or}$$

(ii) if at any time on an Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Barrier Level:

$$\text{Notional Amount} \times \left(\frac{\text{Settlement Price Final}}{\text{Strike Price}}\right).$$

*Description of the Payout*

*If no Knock-out occurs the Payout will equal the Notional Amount multiplied by the maximum of the Bonus Level Percentage and the performance of the Underlying Reference. Otherwise the Payout will equal the Notional Amount minus the performance of the Underlying Reference.*

(v) **ETS Final Payout 1320/3**

If ETS Final Payout 1320/3 is specified as applicable in the applicable Final Terms:

(i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level has been less than the Barrier Level:

$$\frac{\text{Reverse Level - Min}\left[\text{Bonus Level;Settlement Price Final}\right]}{\text{[Parity x Exchange Rate Final]}}\text{; or}$$

(ii) otherwise:

$$\text{Max}\left[0;\frac{\text{Reverse Level - Settlement Price Final}}{\text{Parity x Exchange Rate Final}}\right]$$

*Description of the Payout*

*If the Underlying Reference Level is less than the Barrier Level at all times during the Observation Period, the Payout will equal the Reverse Level minus the minimum between the Bonus Level and the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate and Parity). Otherwise the Payout will equal the Reverse Level minus the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate and Parity), subject to a minimum of zero.*

(w) **ETS Final Payout 1340/1**

If ETS Final Payout 1340/1 is specified as applicable in the applicable Final Terms:

(i) if no Knock-out Event has occurred:

Notional Amount × [100% +Redemption Premium]; or

(ii) if a Knock-out Event has occurred:

$$\text{Notional Amount} \times \left(\frac{\text{Settlement Price Final}}{\text{Strike Price}}\right).$$

Where "**Redemption Premium**" means:

$$\text{Max}\left[\text{Upside Participation Factor} \times \left(\frac{\text{Settlement Price Final}}{\text{Strike Price}} - 1\right); \text{Downside Participation Factor} \times \left(1 - \frac{\text{Settlement Price Final}}{\text{Strike Price}}\right)\right].$$

***Description of Payout and Redemption Premium***

*If no Knock-out occurs, the Payout will equal the Notional Amount plus the Redemption Premium. Otherwise, the Payout will equal the Notional Amount minus the performance of the Underlying Reference.*

*The Redemption Premium is the absolute value of the performance of the Underlying Reference (being the Settlement Price of the Underlying Reference on the Valuation Date divided by the Strike Price minus 1) multiplied by the relevant participation factor.*

(x) **ETS Final Payout 1340/2**

If ETS Final Payout 1340/2 is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is equal to or greater than the Cap Level and no Knock-out Event has occurred:

Notional Amount × Cap Level Percentage;

(ii) if Settlement Price Final is less than the Cap Level and no Knock-out Event has occurred:

Notional Amount × [100% +Redemption Premium]; or

(iii) if a Knock-out Event has occurred:

$$[\text{Notional Amount}] \times \text{Min}\left(\left(\frac{\text{Settlement Price Final}}{\text{Strike Price}}\right); \text{Cap Level Percentage}\right).$$

Where "**Redemption Premium**" means:

$$\text{Max}\left[\text{Upside Participation Factor} \times \left(\frac{\text{Settlement Price Final}}{\text{Strike Price}} - 1\right); \text{Downside Participation Factor} \times \left(1 - \frac{\text{Settlement Price Final}}{\text{Strike Price}}\right)\right].$$

***Description of Payout and Redemption Premium***

*If the Settlement Price of the Underlying Reference on the Valuation Date is equal to or greater than the Cap Level and if no Knock-out occurs, the Payout will equal the Notional Amount multiplied by the Cap Level Percentage. If the Settlement Price of the Underlying Reference on the Valuation Date is less than the Cap Level and no Knock-out occurs, the Payout will equal the Notional Amount plus the Redemption Premium. Otherwise, the Payout will equal the minimum of the Notional Amount minus the performance of the Underlying Reference and the Notional Amount multiplied by the Cap Level Percentage.*

*The Redemption Premium is the absolute value of the performance of the Underlying Reference (being the Settlement Price of the Underlying Reference on the Valuation Date divided by the Strike Price minus 1) multiplied by the relevant participation factor.*

(y) **ETS Final Payout 1399**

If ETS Final Payout 1399 is specified as applicable in the applicable Final Terms:

(i) if at any time on any Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Barrier Level and equal to or greater than the Bonus Level:

(A) if Settlement Price Final is less than or equal to the Bonus Level:

$$\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(B) if Settlement Price Final is greater than the Bonus Level:

$$\frac{\text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]},$$

(ii) if at any time on any Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Barrier Level and at all times less than the Bonus Level:

$$\frac{\text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(iii) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is greater than the Barrier Level:

(A) if Settlement Price Final is less than or equal to the Bonus Level:

$$\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(B) if Settlement Price Final is greater than the Bonus Level:

$$\frac{\text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}.$$

***Description of the Payout***

*If the Underlying Reference Level has at any time been less than or equal to the Barrier Level during the Observation Period and equal to or greater than the Bonus Level, the Payout will be equal to the maximum of the Bonus Level (divided by the product of the Exchange Rate and Parity) and the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate and Parity). If*

*the Underlying Reference has at any time been less than or equal to the Barrier Level during the Observation Period and at all times less than the Bonus Level, the Payout will be equal to the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate and Parity). If the Underlying Reference Level has at all times been greater than the Barrier Level during the Observation Period, the Payout will be equal to the maximum of the Bonus Level (divided by the product of the Exchange Rate and Parity) and the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate and Parity).*

(z) **ETS Final Payout 2100**

If ETS Final Payout 2100 is specified as applicable in the applicable Final Terms:

(i) if the Securities are specified in the applicable Final Terms as being Call Warrants:

Max [0; Settlement Price Final - Exercise Price]/[Parity × Exchange Rate Final] ; or

(ii) if the Securities are specified in the applicable Final Terms as being Put Warrants:

Max [0; Exercise Price - Settlement Price Final]/[Parity × Exchange Rate Final].

*Description of the Payout*

*In the case of Call Warrants, the Payout will be equal to the excess (if any) of the Settlement Price on the Valuation Date over the Exercise Price (divided by the product of the Exchange Rate and Parity).*

*In the case of Put Warrants, the Payout will be equal to the excess (if any) of the Exercise Price over the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate and Parity).*

(aa) **ETS Final Payout 2110/1**

If ETS Final Payout 2110/1 is specified as applicable in the applicable Final Terms:

(i) if the Settlement Price Final is equal to or greater than the Upper Level:

$$\frac{\text{Upper Level - Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]};$$

(ii) if the Settlement Price Final is greater than the Lower Level and less than the Upper Level:

$$\frac{\text{Settlement Price Final - Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]};\text{or}$$

(iii) if the Settlement Price Final is less than or equal to the Lower Level:

0 (zero).

***Description of Payout***

*If the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Lower Level, the Payout will be equal to the Settlement Price of the Underlying Reference on the Valuation Date less the Lower Level, subject to a cap on the Upper Level less the Lower Level (divided by the product of the Exchange Rate and Parity). If the Settlement Price of the Underlying Reference on the Valuation Date is less than or equal to the Lower Level, the Payout equals zero and there will be no payment on redemption or exercise of the Securities.*

*The Upper Level and the Lower Level are levels which determine the maximum amount of the Payout and the different payout scenarios.*

(bb) **ETS Final Payout 2110/2**

If ETS Final Payout 2110/2 is specified as applicable in the applicable Final Terms:

(i) if the Settlement Price Final is less than or equal to the Lower Level:

$$\frac{\text{Upper Level - Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]};$$

(ii) if the Settlement Price Final is greater than the Lower Level but less than the Upper Level:

$$\frac{\text{Upper Level - Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(iii) if the Settlement Price Final is equal to or greater than the Upper Level:

0 (zero).

***Description of Payout***

*If the Settlement Price of the Underlying Reference on the Valuation Date is less than the Upper Level, the Payout will equal the Upper Level less the Settlement Price of the Underlying Reference on the Valuation Date, subject to a cap on the Upper Level less the Lower Level (divided by the product of the Exchange Rate and Parity). If the Settlement Price of the Underlying Reference on the Valuation Date is equal to or greater than the Upper Level, the Payout will equal zero and there will be no payment on redemption or exercise of the Securities.*

*The Upper Level and the Lower Level are levels which determine the maximum amount of the Payout and the different payout scenarios.*

(cc) **ETS Final Payout 2110/3**

If ETS Final Payout 2110/3 is specified as applicable in the applicable Final Terms:

(i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is greater than the Lower Level:

(A) if Settlement Price Final is greater than the Lower Level:

$$\frac{\text{Upper Level - Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(B) if Settlement Price Final is less than or equal to the Lower Level:

0 (zero); or

(ii) if at any time on an Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Lower Level:

(A) if Settlement Price Final is equal to or greater than the Upper Level:

$$\frac{\text{Upper Level - Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]};$$

(B) if Settlement Price Final is greater than the Lower Level but less than the Upper Level:

$$\frac{\text{Settlement Price Final - Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(C) if the Settlement Price Final is less than or equal to the Lower Level:

0 (zero).

***Description of Payout***

*If the Underlying Reference Level is at all times greater than the Lower Level and if the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Lower Level, then the Payout equals the Upper Level less the Lower Level (divided by the product of the Exchange Rate and Parity). Otherwise, if the Settlement Price of the Underlying Reference on the Valuation Date is less than or equal to the Lower Level, then the Payout will equal zero and there will be no payment on redemption or exercise of the Securities. If the Underlying Reference Level has at any time been less than or equal to the Lower Level and if the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Lower Level, the Payout will equal the Settlement Price of the Underlying Reference on the Valuation Date less the Lower Level, subject to a cap of the Upper Level less the Lower Level (divided by the product of the Exchange Rate and Parity). Otherwise, if the Settlement Price of the Underlying Reference on the Valuation Date is less than or equal to the Lower Level, then the Payout will equal zero and there will be no payment on redemption or exercise of the Securities.*

*The Upper Level and the Lower Level are levels which determine the maximum amount of the Payout and the different payout scenarios.*

(dd) **ETS Final Payout 2110/4**

If ETS Final Payout 2110/4 is specified as applicable in the applicable Final Terms:

(i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is less than the Upper Level:

(A) if Settlement Price Final is less than the Upper Level:

$$\frac{\text{Upper Level - Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(B) if Settlement Price Final is equal to or greater than the Upper Level:

0 (zero); or

(ii) if at any time on an Observation Date during the Observation Period the Underlying Reference Level is equal to or greater than the Upper Level:

(A) if Settlement Price Final is less than or equal to the Lower Level:

$$\frac{\text{Upper Level - Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}.'$$

(B) if Settlement Price Final is greater than the Lower Level but less than the Upper Level:

$$\frac{\text{Upper Level - Settlement Price Final}}{\text{[Parity} \times \text{Exchange Rate Final]}}$$; or

(C) if Settlement Price Final is equal to or greater than the Upper Level:

0 (zero).

***Description of Payout***

*If the Underlying Reference Level is at all times less than the Upper Level and if the Settlement Price of the Underlying Reference on the Valuation Date is less than the Upper Level, then the Payout will equal the Upper Level less the Lower Level (divided by the product of the Exchange Rate and Parity). Otherwise if the Settlement Price of the Underlying Reference on the Valuation Date is equal to or greater than the Upper Level, then the Payout will equal zero and there will be no payment on redemption or exercise of the Securities. If the Underlying Reference Level has been at any time equal to or greater than the Upper Level, and if the Settlement Price of the Underlying Reference on the Valuation Date is less than the Upper Level, then the Payout will equal the Upper Level less the Settlement Price of the Underlying Reference on the Valuation Date, subject to a cap of the Upper Level less the Lower Level (divided by the product of the Exchange Rate and Parity). Otherwise, if the Settlement Price of the Underlying Reference on the Valuation Date is greater than or equal to the Upper Level, then the Payout will equal zero and there will be no payment on redemption or exercise of the Securities. The Upper Level and the Lower Level are levels which determine the maximum amount of the Payout and the different payout scenarios.*

(ee) **ETS Payout 2200/1**

If ETS Final Payout 2200/1 is specified as applicable in the applicable Final Terms:

(i) if the Securities are specified in the applicable Final Terms as being Call Securities:

$$\frac{\text{Max(0;Settlement Price Final} - \text{Strike Price)}}{\text{[Parity} \times \text{Exchange Rate Final]}}.$$

(ii) if the Securities are specified in the applicable Final Terms as being Put Securities:

$$\frac{\text{Max(0;Strike Price - Settlement Price Final)}}{\text{[Parity} \times \text{Exchange Rate Final]}}.$$

***Description of the Payout***

*The Payout will be equal to (i) in the case of Call Securities, the excess (if any) of the Settlement Price on the Valuation Date over the Strike Price, or (ii) in the case of Put Securities, the excess (if any) of the Strike Price over the Settlement Price on the Valuation Date, in each case divided by the product of the Exchange Rate and Parity.*

(ff) **ETS Final Payout 2200/2**

If ETS Final Payout 2200/2 is specified as applicable in the applicable Final Terms:

(i) if the Securities are specified in the applicable Final Terms as being Call Securities:

(A) if no Knock-in Event has occurred, 0 (zero); or

(B) if a Knock-in Event has occurred but no Knock-out Event has occurred:

$$\frac{\text{Max(0; Settlement Price Final - Strike Price)}}{\text{[Parity} \times \text{Exchange Rate Final]}}$$; or

(ii) if the Securities are specified in the applicable Final Terms as being Put Securities:

(A) if no Knock-in Event has occurred, 0 (zero); or

(B) if a Knock-in Event has occurred but no Knock-out Event has occurred:

$$\frac{\text{Max}(0;\ \text{Strike Price - Settlement Price Final})}{[\text{Parity} \times \text{Exchange Rate Final}]}.$$

***Description of the Payout***

*If no Knock-in event has occurred, the Payout equals zero. If a Knock-in event has occurred then the Payout will be equal to (i) in the case of Call Securities, the excess (if any) of the Settlement Price on the Valuation Date over the Strike Price, or (ii) in the case of Put Securities, the excess (if any) of the Strike Price over the Settlement Price on the Valuation Date, in each case divided by the product of the Exchange Rate and Parity.*

(gg) **ETS Final Payout 2210**

If ETS Final Payout 2210 is specified as applicable in the applicable Final Terms:

(i) if the Securities are specified in the applicable Final Terms as being Call Securities:

$$\text{Max}\left(0; \left(\frac{\text{Final Price - Capitalised Exercise Price}}{\text{Parity} \times \text{Conversion Rate Final}}\right)\right); \text{ or}$$

(ii) if the Securities are specified in the applicable Final Terms as being Put Securities:

$$\text{Max}\left(0; \left(\frac{\text{Capitalised Exercise Price - Final Price}}{\text{Parity} \times \text{Conversion Rate Final}}\right)\right).$$

***Description of the Payout***

*The Payout will be equal to (i) in the case of Call Securities, the excess (if any) of the Final Price over the Capitalised Exercise Price, or (ii) in the case of Put Securities, the excess (if any) of the Capitalised Exercise Price over the Final Price, in each case divided by the Conversion Rate and Parity.*

(hh) **ETS Final Payout 2300**

If the Certificates are specified in the applicable Final Terms as being ETS 2300 Certificates:

(i) in respect of a Bull Certificate, the Bull Cash Value on the relevant Valuation Date; or

(ii) in respect of a Bear Certificate, the Bear Cash Value on the relevant Valuation Date,

in each case, divided by the Exchange Rate on the relevant Valuation Date.

If in the determination of the Calculation Agent the last-traded price of the relevant Underlying Reference is at any time on any Exchange Business Day from and including the Issue Date (i) equal to or greater than the Reset Threshold (in the case of Bear Certificates) or (ii) equal to or less than the Reset Threshold (in the case of Bull Certificates) (a "**Reset Event**"), the Calculation Agent will calculate the Bull Cash Value or the Bear Cash Value, as the case may be, for such Certificate for such day using the relevant formula set out below except that (i) references to Bear Cash Value$_{(t-1)}$ or

Bull Cash Value$_{(t-1)}$, as the case may be, shall be deemed replaced by Cash Value$_{(t-1)}^{Adjusted}$ and (ii) Underlying Price$_{(t-1)}$ shall be deemed replaced by Reset Price.

Where:

"**Bear Cash Value**" means, in respect of an Exchange Business Day, an amount calculated by the Calculation Agent in accordance with the following formula:

Bear Cash Value$_{(t-1)}$ × (1 - UnderlyingPerformance$_{(t)}$ × Daily Leverage)+FinancingAmount$_{(t)}$;

"**Bull Cash Value**" means, in respect of an Exchange Business Day, an amount calculated by the Calculation Agent in accordance with the following formula:

Bull Cash Value$_{(t-1)}$ × (1 + Underlying Performance$_{(t)}$ × Daily Leverage) + Financing Amount$_{(t)}$; and

"**Valuation Date**" means, other than in the case of OET Certificates, the earlier to occur of:

(a) the date designated as such by the Issuer, in its sole and absolute discretion, provided that such date is determined by the Issuer and notified to the Holders in accordance with W&C Security Condition 10 at the latest on the tenth (10th) Relevant Business Day preceding the contemplated Valuation Date;

(b) the date specified in the applicable Final Terms as the 2300 Final Valuation Date; or

(c) if Put Payout 2300 and/or Call Payout 2300 is specified as applicable in the applicable Final Terms, the relevant Optional Redemption Valuation Date specified in the applicable Final Terms,

provided, in each case, that if such date is not a Relevant Business Day, the Valuation Date will be the next following Relevant Business Day. If, in respect of any Exchange Business Day (including the Valuation Date), the Settlement Price is not available or such Exchange Business Day is a Disrupted Day (in the case of Index Securities and Share Certificates other than Index Securities in respect of which "Futures Price Valuation" is specified as applicable in the applicable Final Terms), the Calculation Agent will determine the Settlement Price for such Exchange Business Day acting in good faith and in a commercially reasonable manner by reference to such source(s) as it considers appropriate.

In the case of Index Securities in respect of which "Futures Price Valuation" is specified as applicable in the applicable Final Terms, if in respect of any Exchange Business Day (including the Valuation Date), the Settlement Price is not available (other than as a result of a Non-Commencement or Discontinuance of the Exchange-traded Contract), the Calculation Agent will determine the Settlement Price for such Exchange Business Day acting in good faith and in a commercially reasonable manner by reference to such source(s) as it considers appropriate.

***Description of the Payout***

*(i) Bull Certificates produce a performance over one day equal to Daily Leverage times the positive performance of the relevant Underlying Reference over that same day and (ii) Bear Certificates produce a performance over one day equal to Daily Leverage times the negative performance of the relevant Underlying Reference over that same day. In each case adjusted by the applicable Financing Amount. However, because the performance of the Certificates over any period longer than one day will be derived from the compounded daily performance of the Underlying Reference*

*during that period, such Certificate's performance may differ significantly to the Daily Leverage times the overall performance of the Underlying Reference over that same period.*

(ii) **ETS Final Payout 2300/1**

If ETS Final Payout 2300/1 is specified as applicable in the applicable Final Terms:

Max (Final Cash Value – Strike; 0) / (Parity x Exchange Rate Final)

If in the determination of the Calculation Agent the last traded price of the relevant Underlying Reference is at any time on any Exchange Business Day from and including the Issue Date (i) equal to or greater than the Reset Threshold (in the case of Bear Warrants) or (ii) equal to or less than the Reset Threshold (in the case of Bull Warrants) (a "**Reset Event**"), the Calculation Agent will calculate the Bull Cash Value or the Bear Cash Value, as the case may be, for such Warrant for such day using the relevant formula set out below except that (i) references to Bear Cash Value$_{(t-1)}$ or Bull Cash Value$_{(t-1)}$, as the case may be, shall be deemed replaced by Cash Value$_{(t-1)}$ Adjusted and (ii) Underlying Price$_{(t-1)}$ shall be deemed replaced by Reset Price.

Where:

"**Bear Cash Value**" means, in respect of an Exchange Business Day, an amount calculated by the Calculation Agent in accordance with the following formula:

Bear Cash Value$_{(t-1)}$ × (1 – Underlying Performance$_{(t)}$ × Daily Leverage) + Financing Amount$_{(t)}$;

"**Bull Cash Value**" means, in respect of an Exchange Business Day, an amount calculated by the Calculation Agent in accordance with the following formula:

Bull Cash Value$_{(t-1)}$ × (1 + Underlying Performance$_{(t)}$ × Daily Leverage) + Financing Amount$_{(t)}$; and

"**Cash Value**" or "**Cash Value(t)**" means (i) in the case of a Bull Warrant, Bull Cash Value$_{(t)}$ and (ii) in the case of a Bear Warrant, Bear Cash Value$_{(t)}$.

"**Final Cash Value**" means the Cash Value on the relevant Valuation Date.

"**Strike**" is 0 (zero).

"**Valuation Date**" means the earlier to occur of:

(a) the date designated as such by the Issuer, in its sole and absolute discretion, provided that such date is determined by the Issuer and notified to the Holders in accordance with W&C Security Condition 10 at the latest on the tenth (10th) Relevant Business Day preceding the contemplated Valuation Date; or

(b) the date specified in the applicable Final Terms as the 2300/1 Final Valuation Date.

In the case of Index Securities in respect of which "Futures Price Valuation" is specified as applicable in the applicable Final Terms, if in respect of any Exchange Business Day (including the Valuation Date), the Settlement Price is not available (other than as a result of a Non-Commencement or Discontinuance of the Exchange-traded Contract), the Calculation Agent will determine the Settlement Price for such Exchange Business Day acting in good faith and in a commercially reasonable manner by reference to such source(s) as it considers appropriate.

***Description of the Payout***

*In the case of Bull Warrants and Bear Warrants, the Payout will equal the excess (if any) of the Cash Value on the Valuation Date over the Strike (divided by the product of the Exchange Rate on the Valuation Date and Parity).*

*(i) Bull Warrants produce a performance over one day equal to Daily Leverage times the positive performance of the relevant Underlying Reference over that same day and (ii) Bear Warrants produce a performance over one day equal to Daily Leverage times the negative performance of the relevant Underlying Reference over that same day, in each case adjusted by the applicable Financing Amount. However, because the performance of the Warrants over any period longer than one day will be derived from the compounded daily performance of the Underlying Reference during that period, such Warrant's performance may differ significantly to the Daily Leverage times the overall performance of the Underlying Reference over that same period.*

1.2 **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 following Automatic Early Redemption payouts (each an "**Automatic Early Redemption Payout**") shall apply to the Securities if specified in the applicable Final Terms:

(a) **Automatic Early Redemption Payout 2210/1**

If Automatic Early Redemption Payout 2210/1 is specified as applicable in the applicable Final Terms:

(i) if the Securities are specified in the applicable Final Terms as being Call Securities:

$$\text{Max}\left(0; \left(\frac{\text{Final Price Early - Capitalised Exercise Price}}{\text{Parity} \times \text{Conversion Rate Early}}\right)\right);$$

(ii) if the Securities are specified in the applicable Final Terms as being Put Securities:

$$\text{Max}\left(0; \left(\frac{\text{Capitalised Exercise Price - Final Price Early}}{\text{Parity} \times \text{Conversion Rate Early}}\right)\right).$$

(b) **Automatic Early Redemption Payout 2210/2**

If Automatic Early Redemption Payout 2210/2 is specified as applicable in the applicable Final Terms, 0 (zero).

(c) **Automatic Early Redemption Payouts 1230/1, 1230/2, 1240/1, 1240/2, 1240/3, 1250/2, 1250/3, 1250/5, 1260/1, 1260/2, 1320/2, 1340/1 and 1340/2**

If Automatic Early Redemption Payouts 1230/1, 1230/2, 1240/1, 1240/2, 1240/3, 1250/2, 1250/3, 1250/5, 1260/1, 1260/2, 1320/2, 1340/1 or 1340/2 is specified as applicable in the applicable Final Terms:

[Notional Amount] × [100% + Premium Percentage × i].

(d) **Automatic Early Redemption Payout 2200/1 and 2200/2**

If Automatic Early Redemption Payout 2200/1 or 2200/2 is specified as applicable in the applicable Final Terms, 0 (zero).

1.3 **Holder Put Option Payouts**

The following Holder Put Option Payouts (each a "**Put Payout**") shall apply to the Securities if specified in the applicable Final Terms:

(a) **Put Payout 2210**

If Put Payout 2210 is specified as applicable in the applicable Final Terms:

(i) if the Securities are specified in the applicable Final Terms as being Call Securities:

$$\text{Max}\left(0; \left(\frac{\text{Final Price Early - Capitalised Exercise Price}}{\text{Parity} \times \text{Conversion Rate Early}}\right)\right);$$

(ii) if the Securities are specified in the applicable Final Terms as being Put Securities:

$$\text{Max}\left(0; \left(\frac{\text{Capitalised Exercise Price - Final Price Early}}{\text{Parity} \times \text{Conversion Rate Early}}\right)\right).$$

(b) **Put Payout 2300**

If Put Payout 2300 is specified as applicable in the applicable Final Terms, the Put Payout shall be calculated on the same basis as ETS Final Payout 2300, save that references to "Valuation Date" therein and in the related provisions shall be deemed to be references to "the relevant Optional Redemption Valuation Date".

1.4 **General Definitions for ETS Payouts**

"**Barrier Level**" means the number or amount specified as such in the applicable Final Terms or, if specified in the applicable Final Terms, the product of the Barrier Percentage and the Strike Level rounded upwards or downwards as determined by the Calculation Agent in its sole and absolute discretion;

"**Barrier Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Bonus Level**" means the number or amount specified as such in the applicable Final Terms or, if specified in the applicable Final Terms, the product of the Bonus Percentage and the Strike Level rounded upwards or downwards as determined by the Calculation Agent in its sole and absolute discretion;

"**Bonus Level Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Bonus Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Cap Level**" means the number or amount specified as such in the applicable Final Terms or, if specified in the applicable Final Terms, the product of the Cap Percentage and the Strike Level rounded upwards or downwards as determined by the Calculation Agent in its sole and absolute discretion;

"**Cap Level Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Cap Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Conversion Rate Early**" means the Conversion Rate on (a) the Relevant Automatic Early Redemption Valuation Date or (b) the relevant Optional Redemption Valuation Date, as applicable;

"**Conversion Rate Final**" means the Conversion Rate on the Valuation Date;

"**Coupon Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Downside Participation Factor**" means the percentage specified as such in the applicable Final Terms;

"**Exchange Rate**" means, in respect of a day, 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;

"**Exchange Rate Early**" means the Exchange Rate on (a) the Relevant Automatic Early Redemption Valuation Date or (b) the relevant Optional Redemption Valuation Date, as applicable.

"**Exchange Rate Final**" means the Exchange Rate on the Valuation Date;

"**Exchange Rate Initial**" means the Exchange Rate on the Strike Date;

"**Express Amount**" means the amount specified as such in the applicable Final Terms;

"**i**" means the number specified as such in the applicable Final Terms;

"**L**" means the percentage specified as such in the applicable Final Terms;

"**Listing Date**" means, in respect of any Securities, the date on which such Securities are first admitted to trading on any stock exchange or other trading or quotation system;

"**Lower Level**" means the number or amount specified as such in the applicable Final Terms;

"**Maximum Payout Amount**" means the amount specified as such in the applicable Final Terms;

"**n**" means the number specified as such in the applicable Final Terms;

"**Observation Price Source**" means the source specified as such in the applicable Final Terms;

"**Parity**" means the number specified as such in the applicable Final Terms;

"**Participation Factor**" means the percentage specified as such in the applicable Final Terms;

"**Premium Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Protection Factor**" means the percentage specified as such in the applicable Final Terms;

"**Protection Level**" means the number specified as such in the applicable Final Terms;

"**Reverse Level**" means the number or amount specified as such in the applicable Final Terms or, if not so specified in the applicable Final Terms, the product of the Reverse Percentage and the Strike Level rounded upwards or downwards as determined by the Calculation Agent in its sole and absolute discretion;

"**Reverse Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Settlement Price Final**" means the Settlement Price on the Valuation Date;

"**Sprint Factor**" means the number specified as such in the applicable Final Terms;

"**Strike Level**" means:

(i) if the relevant Underlying Reference is an Index, the Closing Level;

(ii) if the relevant Underlying Reference is a Share, the Closing Price or the Italian Securities Reference Price, as specified in the applicable Final Terms;

(iii) if the relevant Underlying Reference is an ETI, the Closing Price;

(iv) if the relevant Underlying Reference is a Commodity or a Commodity Index, the Relevant Price;

(v) if the relevant Underlying Reference is a Currency or Future, the Settlement Price; or

(vi) if the relevant Underlying Reference is a Debt Instrument, the Settlement Price,

in each case on the Strike Date;

"**Strike Price**" means (a) if the Securities are Certificates, the price, level or amount specified as such in the applicable Final Terms or (b) if the Securities are Warrants, the relevant Exercise Price;

"**Underlying Reference**" means, for the purposes of the ETS Payouts, each Index, Share, Commodity, Commodity Index, Subject Currency, Future, Debt Instrument or other basis of reference to which the relevant Securities relate;

"**Underlying Reference Initial**" means the number or amount specified as such in the applicable Final Terms;

"**Underlying Reference Level**" means, in respect of a time and a day (i) "official level", "last price", "bid price" or "asked price" of the Underlying Reference, as specified in the applicable Final Terms published by the Observation Price Source or (ii) if Standard Underlying Reference Level is specified as applicable in the applicable Final Terms (a) in the case of Share Securities and Futures Securities the price of the relevant Underlying Reference, (b) in the case of Index Securities, the level of the relevant Underlying Reference, (c) in the case of Commodity Securities, the Relevant Price (on the basis that such day is deemed to be a Pricing Date), (d) in the case of Currency Securities, the spot rate of exchange for the exchange of the Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged) or (e) in the case of Debt Securities, the bid price of the relevant Underlying Reference as determined by the Calculation Agent by reference to the bid price for such Underlying Reference appearing on the Relevant Screen Page, in each case for such time on such day;

"**Upper Level**" means the number or amount specified as such in the applicable Final Terms;

"**Upside Participation Factor**" means the percentage specified as such in the applicable Final Terms.

1.5 **Additional Definitions for ETS Final Payout 2300 and ETS Final Payout 2300/1**

"**Bear Cash Value**$_{(t-1)}$" means, in respect of an Exchange Business Day, the Bear Cash Value for the immediately preceding Exchange Business Day provided that the Bear Cash Value$_{(t-1)}$ for the Issue Date is Bear Cash Value Initial;

"**Bear Cash Value Initial**" means the amount specified as such in the applicable Final Terms;

"**Bull Cash Value**$_{(t-1)}$" means, in respect of an Exchange Business Day, the Bull Cash Value for the immediately preceding Exchange Business Day provided that the Bull Cash Value$_{(t-1)}$ for the Issue Date is Bull Cash Value Initial;

"**Bull Cash Value Initial**" means the amount specified as such in the applicable Final Terms;

"**Cash Value**$_{(t-1)}$" means (i) in the case of a Bear Certificate or a Bear Warrant, Bear Cash Value$_{(t-1)}$ and (ii) in the case of a Bull Certificate or a Bull Warrant, Bull Cash Value$_{(t-1)}$;

"**Cash Value**$_{(t-1)}^{Adjusted}$" means an amount calculated by the Calculation Agent in accordance with the following formula:

$(1 - \text{Daily Leverage} \times \text{Reset Percentage}) \times \text{Cash Value}_{(t-1)}$

Provided That the Cash Value$_{(t-1)}^{Adjusted}$ shall not be less than 0.5% x Cash Value$_{(t-1)}$.

"**Constant Leverage Financing Rate**$_{(t)}$" means, in respect of an Exchange Business Day, a rate calculated in accordance with the following formula:

(a) if the Securities are Rolling Futures Contract Securities:

Reference Interest Rate$_{(t-1)}$ - Fixed Interest Margin - Hedging Cost – Fee; or

(b) if the Securities are not Rolling Futures Contract Securities:

(i) in respect of a Bull Certificate or a Bull Warrant:

(1 – Daily Leverage) × (Reference Interest Rate$_{(t-1)}$ + Fixed Interest Margin) - Daily Leverage × Hedging Cost – Fee ; or

(ii) in respect of a Bear Certificate or a Bear Warrant:

(1 + Daily Leverage) × (Reference Interest Rate$_{(t-1)}$ – Fixed Interest Margin) - Daily Leverage × Hedging Cost – Fee.

"**Daily Leverage**" means the number, amount or percentage (which may be positive or negative) specified as such in the applicable Final Terms;

"**Dividend Adjustment Amount**" (i) in respect of OET Call Certificates and OET Put Certificates, has the meaning given to such term in the OET Certificate Conditions and (ii) otherwise, means, in respect of an Ex-Dividend Date, an amount determined by the Calculation Agent equal to:

(i) with respect to Bull Certificates or Bull Warrants, (i) the sum of the cash dividends and/or other cash distributions payable in respect of the relevant Underlying Reference (or in the case of an Index, in respect of each Index Share (as defined below)) related to such Ex-Dividend Date net of applicable withholding taxes multiplied by (ii) the Dividend Percentage; or

(ii) with respect to Bear Certificates or Bear Warrants, (i) the sum of the cash dividends and/or other cash distributions payable in respect of the relevant Underlying Reference (or in the case of an Index, in respect of each Index Share (as defined below)) related to such Ex-Dividend Date multiplied by (ii) the Dividend Percentage;

"**Dividend Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Ex-Dividend Date**" means, with respect to a Share or share comprising an Index (an "**Index Share**"), the date on which such Share or Index Share becomes "ex-dividend" as determined by the Calculation Agent;

"**Fee**" means the percentage specified as such in the applicable Final Terms. Where the Securities are traded on the Italian regulated market organised and managed by Borsa Italiana, the level of the Fee could be revised downwards by the Calculation Agent. On the occurrence of such a revision, the new Fee will be notified by the Calculation Agent to Borsa Italiana and published on the website www.prodottidiborsa.com;

"**Financing Amount**$_{(t)}$" means, in respect of an Exchange Business Day:

Cash Value$_{(t-1)}$× Constant Leverage Financing Rate$_{(t)}$× Rate Period

"**Fixed Interest Margin**" means the percentage specified as such in the applicable Final Terms;

"**Futures Rollover Adjustment Amount**" means an amount, which may be positive or negative, calculated by the Calculation Agent representing the cost to the Issuer and/or its Affiliates of unwinding its hedging arrangements in the Current Exchange-traded Contract or the relevant Futures Contract, as the case may be, less the cost to the Issuer and/or its Affiliates of establishing hedging arrangements in the next Current Exchange-traded Contract or Futures Contract, as the case may be, in each case in respect of the relevant Futures Rollover Date, such amount to be allocated pro rata amongst the Securities;

"**Hedging Cost**" means the percentage or amount specified as such in the applicable Final Terms. If at any time after the Issue Date the cost of hedging the W&C Securities materially exceeds such specified percentage, the Calculation Agent may increase the Hedging Cost to reflect this change save that the Hedging Cost will not exceed the Maximum Hedging Cost. If the Securities are traded on the Italian regulated market organised and managed by Borsa Italiana and the Hedging Cost is amended as provided above, the new Hedging Cost will be notified by the Calculation Agent to Borsa Italiana and published on the website www.prodottidiborsa.com;

"**Maximum Hedging Cost**" means the percentage specified as such in the applicable Final Terms;

"**Rate Period**" means the number of calendar days from but excluding such Exchange Business Day to and including the immediately preceding Exchange Business Day or, if such immediately preceding Exchange Business Day falls earlier than the Issue Date, the Issue Date, divided by 360;

"**Reference Interest Rate**$_{(t-1)}$" means rate specified as the Reference Interest Rate in the applicable Final Terms in respect of the immediately preceding Exchange Business Day or, if such immediately preceding Exchange Business Day falls earlier than the Issue Date, the Issue Date;

"**Relevant Business Day**" means an Exchange Business Day;

"**Reset Percentage**" means the difference between the Reset Price and the Underlying Price$_{(t-1)}$ expressed as a positive percentage;

"**Reset Price**" means the price of the relevant Underlying Reference, determined by the Calculation Agent on the basis of the price obtained by unwinding any underlying related hedging arrangements in respect of the relevant W&C Security during the three-hour period immediately following the occurrence of a Reset Event. The three-hour period shall be counted during the opening hours of the relevant Exchange. Accordingly, if the period between the occurrence of the Reset Event and the official closing time of the relevant Exchange is less than three hours, then the period shall extend to the following Relevant Business Day, until a full period of three hours has passed since the occurrence of the Reset Event;

"**Reset Threshold**" means, in respect of an Exchange Business Day, an amount calculated by the Calculation Agent in accordance with the following formula:

(a) in respect of a Bear Certificate or a Bear Warrant:

(1 + Reset Threshold Percentage) × Underlying Price$_{(t-1)}$; or

(b) in respect of a Bull Certificate or a Bull Warrant:

(1 - Reset Threshold Percentage) × Underlying Price$_{(t-1)}$

"**Reset Threshold Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Underlying Performance**$_{(t)}$" means, in respect of an Exchange Business Day, an amount calculated by the Calculation Agent in accordance with the following formula:

Underlying Price$_{(t)}$/Underlying Price$_{(t-1)}$ -1.

"**Underlying Price$_{(t)}$**" is (a)(i) if "Futures Price Valuation" is specified as applicable in the applicable Final Terms (A) if the relevant Exchange Business Day is the Valuation Date in respect of the relevant Security, the Settlement Price on such Exchange Business Day or (B) if the relevant Exchange Business Day is not the Valuation Date in respect of the relevant Security, the Settlement Price or, if First Traded Price Applicable is specified in the applicable Final Terms, the First Traded Price in each case on such Exchange Business Day or (ii) if "Futures Price Valuation" is not specified as applicable in the applicable Final Terms, the Settlement Price on the relevant Exchange Business Day plus (b) if the Securities are not Rolling Futures Contract Securities and such Exchange Business Day is an Ex-Dividend Date for such Underlying Reference, the Dividend Adjustment Amount, in each case, other than where the Underlying Reference is a Share, multiplied by, if specified as applicable in the applicable Final Terms, the Exchange Rate on such Exchange Business Day;

"**Underlying Price$_{(t-1)}$**" is (a)(i) if "Futures Price Valuation" is specified as applicable in the applicable Final Terms, the Settlement Price or, if First Traded Price Applicable is specified in the applicable Final Terms, the First Traded Price, in each case on the Exchange Business Day immediately preceding such Exchange Business Day or (ii) if "Futures Price Valuation" is not specified as applicable in the applicable Final Terms, the Settlement Price on the Exchange Business Day immediately preceding such Exchange Business Day plus (b) if the Securities are Rolling Futures Contract Securities and the relevant Exchange Business Day is a Futures Rollover Date, the Futures Rollover Adjustment Amount, in each case, other than where the Underlying Reference is a Share, multiplied by, if specified as applicable in the applicable Final Terms, the Exchange Rate on such Exchange Business Day.

1.6 **Issuer Call Option Payouts**

The following Issuer Call Option Payout (a "**Call Payout**") shall apply to the Securities if specified in the applicable Final Terms:

**Call Payout 2300**

If Call Payout 2300 is specified as applicable in the applicable Final Terms, the Call Payout shall be calculated on the same basis as ETS Final Payout 2300, save that references to "Valuation Date" therein and in the related provisions shall be deemed to be references to "the relevant Optional Redemption Valuation Date".

1.7 **Additional provisions for Warrant@Work Warrants**

If Warrant@Work is specified as applicable in the applicable Final Terms the following provisions shall apply to the Securities:

(a) Additional definitions for Warrant@Work Warrants

"**Option Hedging Date**" means the date specified as such in the applicable Final Terms;

"**Parity**" means an amount calculated by the Calculation Agent and rounded to three decimal places (with 0.0005 being rounded upwards) equal to:

$$\frac{P_{SD}}{[\text{Issue Price}]}$$

where "**$P_{SD}$**" means an amount determined by the Calculation Agent in good faith and in a commercially reasonable manner equal to the offer price (expressed as the Premium per Option) on the Option Hedging Date that would be payable by the Issuer to enter into an "at-the-money" physically settled American Style Call

option transaction relating to the Relevant Asset in respect of the W&C Securities on standard market terms (the "**Call Option**") with a counterparty with a creditworthiness of at least equal to that of the Issuer (or if the W&C Securities are guaranteed by a Guarantor, the Guarantor) pursuant to a 1992 ISDA Master Agreement (Multicurrency-Cross Border) (the "**ISDA Form**") but without any Schedule thereto except for the election of English law as the governing law, USD as the Termination Currency and "Loss" for the purposes of Section 6(e) of the ISDA Form, incorporating the definitions and provisions contained in the 2006 ISDA Fund Derivative Definitions, as published by the International Swaps and Derivatives Association, Inc. and having the following terms:

(i) a fund interest the same as the Relevant Asset;

(ii) an expiration date the same as the Expiration Date in respect of the W&C Securities;

(iii) an exercise period the same as the Exercise Period in respect of the W&C Securities; and

(iv) an option entitlement per option equal to one Relevant Asset;

"**Parity Entitlement Amount**" means an amount of the Relevant Assets calculated by the Calculation Agent equal to:

$$\frac{1}{\text{Parity}};$$

"**Warrant@Work Exercise Price**" means the strike price per fund interest unit of the Call Option on the Option Hedging Date; and

"**Warrant Exercise Fee**" means the amount per Warrant (or if Units are specified in the applicable Final Terms, per Unit) specified as such in the applicable Final Terms.

(b) Amendments to Conditions:

(i) Condition 11.1 (Security Expenses) shall be amended by the addition of the words "the Warrant Exercise Fee and" after the words "A Holder must pay".

(ii) Condition 24.3 (Physical Settlement) shall be amended by the deletion of the second paragraph and the substitution of the following:

"If Aggregation is specified as applicable in the applicable Final Terms Warrants or Units, as the case may be, exercised at the same time by the same Holder will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Warrants or Units, as the case may be, provided that the aggregate Entitlements in respect of the same Holder will be rounded up to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine.".

(c) Notification

The Issuer shall give notice in accordance with Condition 10 of the value of Parity and the Warrant@Work Exercise Price as soon as practicable following their determination.

1.8 **Additional definitions for ETS Final Payout 2210 and Automatic Early Redemption Payout 2210/1**

If ETS Final Payout 2210 and/or Automatic Early Redemption Payout 2210/1 are specified as applicable in the applicable Final Terms and the Certificates are not OET Certificates, the definitions set out below will apply.

If the Certificates are OET Certificates, the definitions in Annex 15 (Additional Terms and Conditions for OET Certificates) will apply.

"**Capitalised Exercise Price" or "$CEP_t$**" means, in respect of a calendar day ($day_t$), an amount calculated as follows and rounded upwards or downwards in accordance with the Capitalised Exercise Price Rounding Rule specified in the applicable Final Terms, provided that in the case of Italian Listed Securities, $CEP_t$ for any day from and including the Issue Date to and including the Listing Date shall be equal to the Exercise Prices:

$$CEP_t = CEP_{t-1} * (1 + \text{Financing Rate}_{t-1})^{1/360}$$

Except that:

(a) with respect to Share Securities, ETI Securities and Index Securities (where dividends on the Index Shares (as defined below) are not reinvested in the relevant Index), and where $day_t$ is an Ex-Dividend Date, the Capitalised Exercise Price will be calculated as follows and rounded upwards or downwards in accordance with the Capitalised Exercise Price Rounding Rule specified in the applicable Final Terms:

$$CEP_t = CEP_{t-1} * (1 + \text{Financing Rate}_{t-1})^{1/360} - \text{Dividend Adjustment Amount}$$

(b) with respect to Rolling Futures Contract Securities, and where $day_t$ is a Futures Rollover Date, the Capitalised Exercise Price will be calculated as follows and rounded upwards or downwards in accordance with the Capitalised Exercise Price Rounding Rule specified in the applicable Final Terms:

$$CEP_t = CEP_{t-1} * (1 + \text{Financing Rate}_{t-1})^{1/360} - \text{Futures Rollover Adjustment Amount}$$

for the purposes of this definition:

"**$CEP_{t-1}$**" means the Capitalised Exercise Price applicable on $day_{t-1}$, provided that the Capitalised Exercise Price applicable on the Issue Date shall be equal to the Exercise Price;

"**Dividend Adjustment Amount**" means, in respect of an Ex-Dividend Date, an amount determined by the Calculation Agent equal to:

(a) with respect to Call Certificates, (i) the sum of the cash dividends and/or other cash distributions payable in respect of the relevant Underlying Reference (or in the case of an Index, in respect of each Index Share (as defined below)) related to such Ex-Dividend Date net of applicable withholding taxes multiplied by (ii) the Dividend Percentage; or

(b) with respect to Put Certificates, (i) the sum of the cash dividends and/or other cash distributions payable in respect of the relevant Underlying Reference (or in the case of an Index, in respect of each Index Share) related to such Ex-Dividend Date multiplied by (ii) the Dividend Percentage;

"**Dividend Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Exercise Price**" means the price specified as such in the applicable Final Terms;

"**Financing Rate$_{t-1}$**" means, the Financing Rate applicable on $day_{t-1}$;

"**Futures Rollover Adjustment Amount**" means an amount, which may be positive or negative, calculated by the Calculation Agent representing the cost to the Issuer and/or its Affiliates of unwinding its hedging arrangements in the Current Exchange-traded Contract or the relevant Futures

Contract, as the case may be, less the cost to the Issuer and/or its Affiliates of establishing hedging arrangements in the next Current Exchange-traded Contract or Futures Contract, as the case may be, in each case in respect of the relevant Futures Rollover Date, such amount to be allocated pro rata amongst the Certificates.

The Capitalised Exercise Price will be made available (subject to technical failure) during normal business hours on any Local Business Day during the term of the Certificates, on the CEP Website(s) specified in the applicable Final Terms or such other website as may be notified to the Holders;

"**Conversion Rate**" means, in respect of a day, the rate of exchange (including any rates of exchange pursuant to which the relevant rate of exchange is derived) between the currency of the relevant Underlying Reference and the Settlement Currency, as specified as such in the applicable Final Terms on such day;

"**Ex-Dividend Date**" means, with respect to a Share, ETI Interest (in respect of which a dividend is paid) or share comprising an Index (an "**Index Share**"), the date on which such Share, ETI Interest or Index Share becomes "ex-dividend" as determined by the Calculation Agent;

"**Final Price**" means the Settlement Price or, in the case of Commodity Securities, the Relevant Price on the Valuation Date;

"**Final Price Early**" means the price of the relevant Underlying Reference, determined by the Calculation Agent:

(a) if the Securities are Italian Listed Securities as (i) in respect of a Call Certificate, the lowest Observation Price and (ii) in respect of a Put Certificate, the highest Observation Price, in each case determined by the Calculation Agent on the Automatic Early Redemption Valuation Date on which the relevant Automatic Early Redemption Event occurred; or

(b) if the Securities are not Italian Listed Securities, on the basis of the price obtained by unwinding any underlying related hedging arrangements in respect of the relevant Certificates during the three-hour period immediately following the occurrence of the relevant Automatic Early Redemption Event, provided that (i) the Final Price Early in respect of a Call Certificate will be no lower than the lowest Observation Price and (ii) the Final Price Early in respect of a Put Certificate will be no greater than the highest Observation Price, in each case determined by the Calculation Agent during such three-hour period, or otherwise, during the opening hours of the relevant exchange. With respect to Certificates relating to an Index, Share or ETI Interest, the above-mentioned three-hour period shall be counted during the opening hours of the relevant Exchange. Accordingly, if the period between the occurrence of the Automatic Early Redemption Event and the official closing time of the relevant Exchange is less than three hours, then the observation period shall extend to the following Relevant Business Day, until a full period of three hours has passed since the occurrence of the Automatic Early Redemption Event. With respect to Currency Securities and Commodity Securities, if a period during a Relevant Business Day is specified in the applicable Final Terms as the Observation Time and the period between the occurrence of the Automatic Early Redemption Event and the end of that period is less than the above mentioned three-hour period, then the observation period shall extend to the following Relevant Business Day beginning at 8:00 am (CET time) until a full period of three hours has passed since the occurrence of the Automatic Early Redemption Event;

"**Financing Rate**" means, if applicable, in respect of a calendar day ($day_t$), the rate calculated as

Financing Rate Percentage + Interbank Rate 1 – Interbank Rate 2.

For the avoidance of doubt, the Financing Rate may be negative;

"**Financing Rate Percentage**" means, in the case of Call Certificates, the positive rate and, in the case of Put Certificates, the negative rate, specified in the applicable Final Terms Provided That the Calculation Agent may, in its sole and absolute discretion, select an alternative rate which must be within the Financing Rate Range. In the case of Securities which are traded on the Italian regulated market organised and managed by Borsa Italiana such alternative rate will be notified by the Calculation Agent to Borsa Italiana and published on the website www.prodottidiborsa.com;

"**Financing Rate Range**" means the range specified as such in the applicable Final Terms;

"**Interbank Rate 1**" means the offered quotation which appears on the Interbank Rate 1 Screen Page at the Interbank Rate 1 Specified Time on $day_t$ as determined by the Calculation Agent. In the event that the Interbank Rate 1 Screen Page is not available or no such offered quotation appears, the Calculation Agent will determine the Interbank Rate 1 as the rate it determines would have prevailed but for such non-availability or other event acting in good faith and in a commercially reasonable manner;

"**Interbank Rate 1 Screen Page**" means the source specified in the applicable Final Terms;

"**Interbank Rate 1 Specified Time**" means the time specified in the applicable Final Terms or, if no such time is specified, the customary time as of which the relevant Interbank Rate 1 is published;

"**Interbank Rate 2**" means the offered quotation which appears on the Interbank Rate 2 Screen Page at the Interbank Rate 2 Specified Time on $day_t$ as determined by the Calculation Agent. In the event that the Interbank Rate 2 Screen Page is not available or no such offered quotation appears, the Calculation Agent will determine the Interbank Rate 2 as the rate it determines would have prevailed but for such non-availability or other event acting in good faith and in a commercially reasonable manner;

"**Interbank Rate 2 Screen Page**" means the source specified in the applicable Final Terms;

"**Interbank Rate 2 Specified Time**" means the time specified in the applicable Final Terms or, if no such time is specified, the customary time as of which the relevant Interbank Rate 2 is published;

"**Local Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Local Business Day Centre(s) specified in the applicable Final Terms;

"**Observation Price**" means the "official level", "opening price", "official close", "closing price", "purchase price", "sale price", "last price", "bid price", "asked price", "traded price", "official settlement price", "daily settlement price" as specified in the applicable Final Terms, of the Underlying Reference published by the Observation Price Source as determined by the Calculation Agent at the Observation Time(s);

"**Observation Price Source**" means the source specified as such in the applicable Final Terms;

"**Observation Time(s)**" means the time(s) or period(s) of observation specified as such in the applicable Final Terms;

"**Parity**" means the number specified as such in the applicable Final Terms;

"**Relevant Business Day**" means, unless otherwise specified in the applicable Final Terms, an Exchange Business Day (in respect of Certificates other than Commodity Securities, Currency Securities or Certificates relating to a Custom Index), a Custom Index Business Day (in respect of Custom Index Securities), a Commodity Business Day (in respect of Commodity Securities) or a Scheduled Trading Day (in respect of Currency Securities), as applicable;

"**Reset Date**" means, unless otherwise specified in the applicable Final Terms, each calendar day in the period from and excluding the Issue Date to and including the Redemption Date;

"**Security Percentage**" means the percentage specified as such in the applicable Final Terms. Other than in the case of Securities which are Italian Listed Securities, the Security Percentage may be adjusted by the Calculation Agent on each Reset Date in order to take into account changes in market conditions (including, in particular, volatility), provided that the adjusted Security Percentage (a) unless the Security Percentage is equal to zero, falls between the "Minimum Security Percentage" and the "Maximum Security Percentage" specified in the applicable Final Terms and (b) does not trigger the occurrence of an Automatic Early Redemption Event;

"**Security Threshold**" means the amount calculated as follows by the Calculation Agent and rounded upwards or downwards in accordance with the Security Threshold Rounding Rule specified in the applicable Final Terms:

(a) in the case of Call Certificates, an amount equal to the product, rounded in accordance with the Security Threshold Rounding Rule specified in the applicable Final Terms, of (i) the Capitalised Exercise Price as at the relevant Reset Date and (ii) one, plus the Security Percentage; and

(b) in the case of Put Certificates, an amount equal to the product, rounded in accordance with the Security Threshold Rounding Rule, (i) of the Capitalised Exercise Price as at the relevant Reset Date and (ii) one, minus the Security Percentage,

which, in each case, is available (subject to technical problems) during normal business hours on any Local Business Day during the term of the relevant Certificates on the CEP Website(s) specified in the applicable Final Terms or such other website as may be notified to the Holders. If the Securities are Italian Listed Securities the Security Threshold on the Issue Date shall be specified in the applicable Final Terms;

"**Settlement Currency**" means Euro, unless otherwise specified in the applicable Final Terms;

"**Underlying Reference**" means the relevant Index, Share, ETI Interest, Commodity, Subject Currency, Debt Instrument or other basis of reference to which the relevant Certificates relate, as specified in the applicable Final Terms; and

"**Valuation Date**" means:

(a) the date specified in the applicable Final Terms as the 2210 Final Valuation Date and the provisions of (a)(i), (a)(ii), (a)(iii) or (a)(iv), as applicable, of the definition of "Valuation Date" in W&C Security Condition 28 shall apply if any such day is a Disrupted Day and, in the case of Commodity Securities, the provisions of the definition of "Pricing Date" in the Commodity Security Conditions will apply if such day is a Commodity Disrupted Day; or

(b) if Automatic Early Redemption is specified as being applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs, the Relevant Automatic Early Redemption Valuation Date,

in each case, subject to adjustment in accordance with the relevant Conditions.

## 2. SPS COUPON/PREMIUM AMOUNT RATES, PAYOUTS AND ENTITLEMENT AMOUNTS

### 2.1 SPS Coupon / Premium Amount Rates

The following Coupon Rate(s) or Premium Amount Rate will apply to the Securities if specified in the applicable Final Terms:

(a) **SPS Fixed Coupon**

If SPS Fixed Coupon is specified as applicable in the applicable Final Terms:

$Rate_{(i)}$.

***Description of Coupon / Premium Amount Rate***

*A SPS Fixed Coupon provides that the Securities bear or pay interest or premium amount at a specified rate for the relevant period.*

(b) **SPS Variable Amount Coupon**

If SPS Variable Amount Coupon is specified as applicable in the applicable Final Terms:

$Rate_{(i)}$.

***Description of Coupon / Premium Amount Rate***

*A SPS Variable Amount Coupon provides that the Securities bear or pay interest or premium amount at a specified floating or variable rate for the relevant period.*

(c) **Digital Coupon**

If Digital Coupon is specified as applicable in the applicable Final Terms:

(i) If the Digital Coupon Condition is satisfied in respect of SPS Coupon Valuation $Date_{(i)}$ or SPS Coupon Valuation $Period_{(i)}$, as applicable:

$Rate_{(i)}$; or

(ii) if the Digital Coupon Condition is not satisfied in respect of SPS Coupon Valuation $Date_{(i)}$ or SPS Coupon Valuation $Period_{(i)}$, as applicable:

zero.

***Description of Coupon / Premium Amount Rate***

*A Digital Coupon provides that the Securities bear or pay interest or premium amount at a specified rate for the relevant period if a specified condition is met. If the condition is not met then the Securities will pay no interest or premium amount for that period.*

(d) **Snowball Digital Coupon**

If Snowball Digital Coupon is specified as applicable in the applicable Final Terms:

(i) if the Snowball Digital Coupon Condition is satisfied in respect of SPS Coupon Valuation $Date_{(i)}$ or SPS Coupon Valuation $Period_{(i)}$, as applicable:

$Rate_{(i)} + SumRate_{(i)}$

Where "Sum $Rate_{(i)}$" means the sum of $Rate_{(i)}$ for each SPS Coupon Valuation Date or SPS Coupon Valuation Period, as applicable, in the period from (but excluding) the last occurring Snowball Date (or if none the Issue Date) to (but excluding) the relevant SPS Coupon Valuation Date or SPS Coupon Valuation Period; or

(ii) if the Snowball Digital Coupon Condition is not satisfied in respect of SPS Coupon Valuation $Date_{(i)}$ or SPS Coupon Valuation $Period_{(i)}$, as applicable:

zero.

***Description of Coupon / Premium Amount Rate***

*A Snowball Digital Coupon provides that the Securities bear or pay interest or premium amount on the basis of a Digital Coupon Condition but with a memory effect. Any interest or premium amount not paid in respect of a period may be paid at a later date if certain conditions are met.*

(e) **Accrual Digital Coupon**

If Accrual Digital Coupon is specified as applicable in the applicable Final Terms:

$Rate_{(i)} \times (n/N)$

Where:

"**n**" is the number of AC Digital Days in the relevant SPS Coupon Valuation $Period_{(i)}$ on which the AC Digital Coupon Condition is satisfied; and

"**N**" is the number of AC Digital Days in the relevant SPS Coupon Valuation $Period_{(i)}$.

***Description of Coupon / Premium Amount Rate***

*An Accrual Digital Coupon provides that the Securities bear or pay interest or premium amount on the basis of a rate calculated by reference to the number of AC Digital Days on which a specified condition is satisfied in the relevant period.*

(f) **Stellar Coupon**

If Stellar Coupon is specified as applicable in the applicable Final Terms:

$$\text{Max (Min Coupon(i)}, \frac{1}{K}\sum_{k=1}^{K} \text{Max}\left[\text{Floor Percentage(i)}, \text{Min}\left(\text{Cap Percentage(i)}, \text{Coupon Value (i, k)}\right)\right] \text{ - Strike Percentage(i))}$$

***Description of Coupon / Premium Amount Rate***

*A Stellar Coupon provides that the Securities bear or pay interest or premium amount, in respect of the relevant period on the basis of a rate calculated by reference to a basket of Underlying References with the value of each Underlying Reference being subject to a cap and a floor. The rate is also subject to a floor.*

(g) **Cappuccino Coupon**

If Cappuccino Coupon is specified as applicable in the applicable Final Terms:

$$\text{Max (Min Coupon(i), } \frac{1}{K} \times \sum_{k=1}^{K} [\text{Max } (\text{Floor Percentage(i), Barrier } \textit{Value}(i,k))] - \textit{Strike Percentage}(i))$$

Where "**Barrier Value**" is:

(i) if the Barrier Condition for the relevant Underlying Reference is satisfied in respect of the relevant SPS Coupon Valuation Date:

$\text{Cap Percentage}_{(i)}$; or

(ii) if the Barrier Condition for the relevant Underlying Reference is not satisfied in respect of the relevant SPS Coupon Valuation Date:

$\text{Coupon Value}_{(i,k)}$.

***Description of Coupon / Premium Amount Rate***

*A Cappuccino Coupon provides that the Securities bear or pay interest or premium amount on the basis of a rate calculated by reference to the average value of a basket of Underlying References where each value is floored and may be set at a fixed percentage (the Cap Percentage) if certain conditions are met.*

(h) **Ratchet Coupon**

If Ratchet Coupon is specified as applicable in the applicable Final Terms:

(i) if Local Cap Percentage is specified as not applicable in the applicable Final Terms:

$$\text{Max}\left[\sum_{q \text{ in } Q_{(i)}} \text{Max}(\text{Coupon Value(q) - Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}), \text{Global Floor Percentage}_{(i)}\right]$$

(ii) if Local Cap Percentage is specified as applicable in the applicable Final Terms:

$$\text{Max}\left[\sum_{q \text{ in } Q_{(i)}} \text{Max (Min}(\text{Coupon Value(q,)- Strike Percentage}_{(i)}, \text{Local Cap Percentage}_{(i)}), \text{Local Floor Percentage}_{(i)}), \text{Global Floor Percentage}_{(i)}\right]$$

***Description of Coupon / Premium Amount Rate***

*A Ratchet Coupon provides that the Securities bear or pay interest or premium amount in respect of the relevant period on the basis of a rate calculated by reference to the sum of two or more rates, in each case subject to a floor and if applicable a cap.*

(i) **Driver Coupon**

If Driver Coupon is specified as applicable in the applicable Final Terms:

$$\text{Max (Min Coupon(i)}, \frac{1}{K}\sum_{k=1}^{K} \text{Max } (\text{Floor Percentage(i), Modified Value(i,k)}) \text{ - Strike Percentage(i))}$$

Where:

"**Modified Value(i,k)**" is:

(i) if the Coupon Value(i,k) is one of the nfixed greatest value in the Basket of the Underlying References:

Driver Percentage; or

(ii) otherwise:

Coupon Value(i,k).

***Description of Coupon / Premium Amount Rate***

*A Driver Coupon provides that the Securities bear or pay interest or premium amount in respect of the relevant period on the basis of a rate calculated by reference to the average performance of a Basket of Underlying References with the Underlying Reference with the "nfixed" highest value being replaced by a fixed percentage (the Driver Percentage).*

(j) **Nova Coupon**

If Nova Coupon is specified as applicable in the applicable Final Terms:

(i) if Cap Percentage is specified as not applicable in the applicable Final Terms:

$$\text{Constant Percentage(i)} + \text{Gearing(i)} \times \text{Max}\left[\left(\text{Coupon Value(i)}\right)^{\frac{1}{i}} - \text{Strike Percentage(i)} + \text{Spread(i)}, \text{Floor Percentage(i)}\right]$$

(ii) if Cap Percentage is specified as applicable in the applicable Final Terms:

$$\text{Constant Percentage(i)} + \text{Min}\left(\text{Cap Percentage(i)}, \text{Gearing(i)} \times \text{Max}\left[\left(\text{Coupon Value(i)}\right)^{\frac{1}{i}} - \text{Strike Percentage(i)} + \text{Spread(i)}, \text{Floor Percentage(i)}\right]\right)$$

***Description of Coupon / Premium Amount Rate***

*A Nova Coupon provides that the Securities bear or pay interest on the basis of a rate calculated by reference to the value of Underlying Reference(s). The rate is also subject to a floor and if applicable a cap.*

(k) **Sum Coupon**

If Sum Coupon is specified in the applicable Final Terms:

$$\sum_{a=1}^{A} CW_a(i) \times \prod_{b=1}^{B} (Additional\ Coupon_{a,b}(i))$$

Where:

"**CW**" is the relevant Coupon Weighting;

"**A**" is the number specified as such in the applicable Final Terms; and

"**B**" is the number specified as such in the applicable Final Terms.

***Description of Coupon / Premium Amount Rate***

*A Sum Coupon provides that the Securities bear or pay interest or premium amount in respect of the relevant period on the basis of a rate calculated as the weighted sum of two or more interest / premium amount rates provided in the Conditions and specified in the applicable Final Terms.*

(l) **Option Max Coupon**

If Option Max Coupon is specified as applicable in the applicable Final Terms:

$$\underset{a=1}{\overset{A}{\text{Max}}}([\text{Additional Coupon}(i)]_a).$$

where "**A**" is the number specified as such in the applicable Final Terms.

***Description of Coupon / Premium Amount Rate***

*An Option Max Coupon provides that the Securities bear or pay interest or premium amount in respect of the relevant period on the basis of a rate calculated as the maximum of two or more interest / premium amount rates provided in the Conditions and specified in the applicable Final Terms.*

2.2 **SPS Final Payouts**

The following final payouts which when multiplied by the applicable NA (each a "**Final Payout**") will apply to the Securities if specified in the applicable Final Terms:

(a) **SPS Fixed Percentage Securities**

If the Securities are specified in the applicable Final Terms as being SPS Fixed Percentage Securities:

Constant Percentage 1

***Description of Payout***

*The Payout comprises a fixed percentage equal to the Constant Percentage 1*

(b) **SPS Reverse Convertible Securities**

(i) **SPS Reverse Convertible Securities**

If the Securities are specified in the applicable Final Terms as being SPS Reverse Convertible Securities:

(A) if no Knock-in Event has occurred:

Constant Percentage 1; or

(B) if a Knock-in Event has occurred:

Max (Constant Percentage 2 + Gearing × Option; 0%)

Where:

"**Option**" means Put, Put Spread, EDS or Forward as specified in the applicable Final Terms;

"**EDS**" means Max (Floor Percentage, Min (Constant Percentage 3 – nEDS × Loss Percentage, 0%));

"**nEDS**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Redemption Value is (i) less than or equal to or (ii) less than, as specified in the applicable Final Terms, EDS Barrier Percentage;

"**Forward**" means Final Redemption Value – Strike Percentage;

"**Put**" means Max (Strike Percentage – Final Redemption Value; 0); and

"**Put Spread**" means Min (Max (Strike Percentage – Final Redemption Value; 0); Cap Percentage),

Provided That (aa) if the provisions of sub-paragraph (A) of this Payout Condition 2.2(b)(i) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Payout Condition 2.2(b)(i) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, no Cash Settlement Amount or Redemption Amount, as applicable, will be payable and Physical Delivery will apply.

***Description of Payout***

*The Payout comprises:*

- *if no Knock-in Event has occurred, a fixed percentage equal to the Constant Percentage 1;*
- *if a Knock-in Event has occurred and Option is Put or Put Spread indexation to the value of the Underlying Reference(s) up to the Strike Percentage; or*
- *if a Knock-in Event has occurred and Option is Forward, indexation to the value of the Underlying Reference(s); or*
- *If a Knock-in Event has occurred and Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage. When Gearing is positive the higher the number of Underlying References with a value above this barrier the higher the Percentage.*
- *Physical Delivery may also apply.*

(ii) **SPS Reverse Convertible Standard Securities**

If the Securities are specified in the applicable Final Terms as being SPS Reverse Convertible Standard Securities:

(A) if no Knock-in Event has occurred:

100%; or

(B) if a Knock-in Event has occurred:

Min (100%, Final Redemption Value).

***Description of Payout***

*The Payout comprises:*

- *if no Knock-in Event has occurred, 100 per cent.; or*
- *if a Knock-in Event has occurred, the minimum of 100 per cent. and indexation to the value of the Underlying Reference(s).*

(c) **SPS Vanilla Products**

(i) **Vanilla Call Securities**

If the Securities are specified in the applicable Final Terms as being Vanilla Call Securities:

Constant Percentage 1 + Gearing*Max (Final Redemption Value - Strike Percentage, Floor Percentage)

***Description of Payout***

*The Payout comprises:*

- *if Gearing is positive, a fixed percentage equal to Constant Percentage 1 or, if Gearing is negative, no fixed percentage; and*
- *indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

(ii) **Vanilla Call Spread Securities**

If the Securities are specified in the applicable Final Terms as being Vanilla Call Spread Securities:

Constant Percentage 1 + Gearing * Min (Max (Final Redemption Value - Strike Percentage; Floor Percentage), Cap Percentage)

***Description of Payout***

*The Payout comprises:*

- *if Gearing is positive, a fixed percentage equal to Constant Percentage 1 or, if Gearing is negative, no fixed percentage; and*
- *indexation to the value of the Underlying Reference(s) above the Strike Percentage up to a maximum level. The maximum level is equal to the Cap Percentage.*

(iii) **Vanilla Put Securities**

If the Securities are specified in the applicable Final Terms as being Vanilla Put Securities:

Constant Percentage 1 + Gearing * Max (Strike Percentage - Final Redemption Value; 0)

***Description of Payout***

*The Payout comprises:*

- *if Gearing is positive a fixed percentage equal to Constant Percentage or if Gearing is negative, no fixed percentage; and*
- *indexation to the value of the Underlying Reference(s) below the Strike Percentage.*

(iv) **Vanilla Put Spread Securities**

If the Securities are specified in the applicable Final Terms as being Vanilla Put Spread Securities:

Constant Percentage 1 + Gearing * Min (Max (Strike Percentage - Final Redemption Value; 0); Cap Percentage)

***Description of Payout***

*The Payout comprises:*

- *if Gearing is positive a fixed percentage equal to Constant Percentage 1 or, if Gearing is negative, no fixed percentage; and*
- *indexation to the value of the Underlying Reference(s) below the Strike Percentage up to a maximum level. The maximum level is equal to the Cap Percentage.*

(v) **Vanilla Digital Securities**

If the Securities are specified in the applicable Final Terms as being Vanilla Digital Securities:

(A) if a Knock-in Event has occurred:

Constant Percentage 1 + Bonus Coupon; or

(B) if no Knock-in Event has occurred:

Constant Percentage 2.

***Description of Payout***

*The Payout comprises:*

- *a fixed percentage; and*
- *if a Knock-in Event has occurred, the Bonus Coupon.*

(vi) **Knock-in Vanilla Call Securities**

If the Securities are specified in the applicable Final Terms as being Knock-in Vanilla Call Securities:

(A) if a Knock-in Event has occurred:

Constant Percentage 1 + Gearing * Max (Final Redemption Value - Strike Percentage, Floor Percentage); or

(B) if no Knock-in Event has occurred:

Constant Percentage 2.

***Description of Payout***

*The Payout comprises:*

- *a fixed percentage; and*

- *if a Knock-in Event has occurred, indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

(vii) **Knock-out Vanilla Call Securities**

If the Securities are specified in the applicable Final Terms as being Knock-out Vanilla Call Securities:

(A) if no Knock-out Event has occurred:

Constant Percentage 1 + Gearing * Max (Final Redemption Value - Strike Percentage,Floor Percentage); or

(B) if a Knock-out Event has occurred:

Constant Percentage 2.

***Description of Payout***

*The Payout comprises:*

- *a fixed percentage; and*
- *if no Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

(d) **Asianing Products**

(i) **Asian Securities**

If the Securities are specified in the applicable Final Terms as being Asian Securities:

If Asian Local Cap is specified as applicable then:

$$\text{Constant Percentage 1} + \text{Gearing}*\text{Max}\left(\frac{1}{\text{Total M}}\times\sum_{(i)}^{M}\left(\text{Min}\left(\text{Max}\left(\text{Final Redemption Vaue(i)} - \text{Strike Percentage(i)}, \text{Local Floor Percentage(i)}\right), \text{Local Cap Percentage(i)}\right)\right), \text{Floor Percentage}\right)$$

If Asian Local Cap is specified as not applicable:

$$\text{Constant Percentage 1} + \text{Gearing}*\text{Max}\left(\frac{1}{\text{Total M}}\times\sum_{(i)}^{M}\left(\text{Max}\left(\text{Final Redemption Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}\right)\right), \text{Floor Percentage}\right)$$

***Description of Payout***

*The Payout comprises:*

- *a fixed percentage equal to Constant Percentage 1; and*
- *indexation to the average value of the Underlying Reference(s) when the average value is above the Strike Percentage.*

(ii) **Asian Spread Securities**

If the Securities are specified in the applicable Final Terms as being Asian Spread Securities:

If the Securities are specified in the applicable Final Terms as being Asian Spread Securities:

If Asian Local Cap is specified as applicable then:

$$\text{Constant Percentage 1} + \text{Gearing}*\text{Min}\left(\text{Max}\left(\frac{1}{\text{Total M}} \times \sum_{(i)}^{M} \left(\text{Min}\left(\text{Max}\left(\text{Final Redemption Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}\right), \text{Local Cap Percentage}_{(i)}\right)\right), \text{Floor Percentage}\right); \text{Cap Percentage}\right)$$

If Asian Local Cap is specified as not applicable:

$$\text{Constant Percentage 1} + \text{Gearing}*\text{Min}\left(\text{Max}\left(\frac{1}{\text{Total M}} \times \sum_{(i)}^{M} \left(\text{Max}\left(\text{Final Redemption Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}\right)\right), \text{Floor Percentage}\right); \text{Cap Percentage}\right)$$

***Description of Payout***

*The Payout comprises:*

- *a fixed percentage equal to Constant Percentage 1; and*
- *indexation to the average value of the Underlying Reference(s) up to a maximum level if the average value is above the Strike Percentage. The maximum level is equal to the Cap Percentage.*

(iii) **Himalaya Securities**

If the Securities are specified in the applicable Final Terms as being Himalaya Securities:

$$\text{Constant Percentage 1} + \text{Gearing}*\text{Max}\left(\frac{1}{\text{Total M}} \times \sum_{(i)}^{M} \text{max}\left(\text{Best Lock Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}\right), 0\right)$$

Where:

"**BestLockValue$_{(i)}$**" means the highest Underlying Reference Value on SPS Valuation Date$_{(i)}$ of the Underlying Reference(s) in Relevant Basket$_{(i)}$; and

"**Relevant Basket$_{(i)}$**" means, in respect of SPS Valuation Date$_{(i)}$, a Basket comprising each Underlying Reference in Relevant Basket$_{(i-1)}$ but excluding the Underlying Reference in relation to BestLockValue$_{(i-1)}$.

Relevant Basket$_{(i=1)}$ will be set out in the applicable Final Terms.

***Description of Payout***

*The Payout comprises:*

- *a fixed percentage equal to Constant Percentage 1;*
- *average indexation to the Underlying References above the Strike Percentage in accordance with the selection criteria on each Valuation Date where the Value of the best performing Underlying Reference in the Basket is calculated and then removed from the Basket for the following Valuation Dates, the Payout providing indexation to the average of those calculated Values (the BestLockValues) above the Strike Percentage.*

(e) **Auto-Callable Products**

(i) **Autocall Securities**

If the Securities are specified in the applicable Final Terms as being Autocall Securities:

(A) if the Final Redemption Condition is satisfied:

Constant Percentage 1 + FR Exit Rate; or

(B) if the Final Redemption Condition is not satisfied and no Knock-in Event has occurred:

Constant Percentage 2 + Coupon Airbag Percentage; or

(C) if the Final Redemption Condition is not satisfied and a Knock-in Event has occurred:

Max (Constant Percentage 3 + Gearing × Option; 0%)

where:

"**Option**" means Put, Put Spread, EDS or Forward as specified in the applicable Final Terms;

"**EDS**" means Max (Floor Percentage, Min (Constant Percentage 4 – nEDS × Loss Percentage, 0%));

"**Forward**" means Final Redemption Value – Strike Percentage;

"**nEDS**" means the number of underlying Reference(s) in the Basket in respect of which the relevant Final Redemption Value is (i) less than or equal to or (ii) less than, as specified in the applicable Final Terms, the EDS Barrier Percentage;

"**Put**" means Max(Strike Percentage – Final Redemption Value; 0); and

"**Put Spread**" means Min (Max (Strike Percentage – Final Redemption Value; 0); Cap Percentage),

Provided That (aa) if the provisions of sub-paragraph (A) of this Payout Condition 2.2(e)(i) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Payout Condition 2.2(e)(i) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms or (cc) if the provisions of sub-paragraph (C) of this Payout Condition 2.2(e)(i) apply and Physical Delivery Option 3 is specified as applicable in the applicable Final Terms, no Cash Settlement Amount or Redemption Amount, as applicable, will be payable and Physical Delivery will apply.

***Description of Payout***

*The Payout comprises:*

- *if the Final Redemption Condition is satisfied, a fixed percentage plus a final exit rate (equal to the FR Exit Rate);*
- *if the Final Redemption Condition is not satisfied and no Knock-In Event has occurred, a fixed percentage (that may differ from the above fixed percentage);*
- *if the Final Redemption Condition is not satisfied, a Knock-In Event has occurred and Option is Put or Put Spread no fixed percentage and indexation to the value of the Underlying Reference(s) below the Strike Percentage; or*

- *if the Final Redemption Condition is not satisfied, a Knock-in Event has occurred and Option is Forward, no fixed percentage and indexation to the value of the Underlying Reference(s); or*

- *if the Final Redemption Condition is not satisfied, a Knock-in Event has occurred and Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage.*

- *Physical Delivery may also apply.*

(ii) **Autocall One Touch Securities**

If the Securities are specified in the applicable Final Terms as being Autocall One Touch Securities:

(A) if the Final Redemption Condition is satisfied:

Constant Percentage 1 + FR Exit Rate;

(B) if the Final Redemption Condition is not satisfied and a Knock-out Event has occurred:

Constant Percentage 2 + Coupon Airbag Percentage 1; or

(C) if the Final Redemption Condition is not satisfied, no Knock-out Event has occurred and no Knock-in Event has occurred:

Constant Percentage 3 + Coupon Airbag Percentage 2; or

(D) if the Final Redemption Condition is not satisfied and if no Knock-out Event has occurred but a Knock-in Event has occurred:

Max (Constant Percentage 4 + Gearing × Option; 0%)

where:

"**Option**" means Put, Put Spread or Forward as specified in the applicable Final Terms;

"**Forward**" means Final Redemption Value – Strike Percentage;

"**Put**" means Max (Strike Percentage – Final Redemption Value; 0); and

"**Put Spread**" means Min (Max (Strike Percentage – Final Redemption Value; 0); Cap Percentage).

***Description of Payout***

*The Payout comprises:*

- *if the Final Redemption Condition is satisfied, a fixed percentage plus a final exit rate (equal to the FR Exit Rate);*

- *if the Final Redemption Condition is not satisfied and a Knock-Out Event has occurred, a fixed percentage (that may differ from the above fixed percentage);*

- *if the Final Redemption Condition is not satisfied and no Knock-Out Event and no Knock-In Event has occurred, a fixed percentage (that may differ from the above fixed percentages); or*

- *if the Final Redemption Condition is not satisfied and no Knock-Out Event has occurred but a Knock-In Event has occurred, if Option is Put or Put Spread no fixed percentage and indexation to the value of the Underlying Reference(s) below the Strike Percentage; or if Option is Forward, no fixed percentage and indexation to the value of the Underlying Reference(s).*

(iii) **Autocall Standard Securities**

If the Securities are specified in the applicable Final Terms as Autocall Standard Securities:

(A) If FR Barrier Value is greater than or equal to the Final Redemption Condition Level:

100% + FR Exit Rate; or

(B) If FR Barrier Value is less than the Final Redemption Condition Level and no Knock-in Event has occurred:

100% + Coupon Airbag Percentage; or

(C) If FR Barrier Value is less than the Final Redemption Condition Level and a Knock-in Event has occurred:

Min (100%,Final Redemption Value)

***Description of the Payout***

*The Payout comprises:*

- *if the FR Barrier Value on the SPS FR Barrier Valuation Date is equal to or greater than the Final Condition Level, 100 per cent. plus a final exit rate (equal to the FR Exit Rate);*

- *if the FR Barrier Value on the SPS FR Barrier Valuation Date is less than the Final Redemption Condition Level and no Knock-in Event has occurred, 100 per cent. plus a fixed percentage; or*

- *if the FR Barrier Value on the SPS FR Barrier Valuation Date is less than the Final Redemption Condition Level and a Knock-in Event has occurred, the minimum of 100 per cent. and indexation to the value of the Underlying Reference(s).*

(f) **Indexation Products**

(i) **Certi plus: Booster Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Booster Securities:

(A) if Cap is specified as not applicable in the applicable Final Terms:

Constant Percentage 1 + [Final Redemption Value + Additional Gearing × Max (Final Redemption Value - Strike Percentage, 0)]

(B) if Cap is specified as applicable in the applicable Final Terms:

Constant Percentage 1 + Min [Final Redemption Value + Additional Gearing × Max (Final Redemption Value - Strike Percentage,0), Cap Percentage]

***Description of Payout***

*If Cap is specified as not applicable the Payout comprises:*

- *indexation to the value of the Underlying Reference(s); and*
- *additional indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

*If Cap is specified as applicable the Payout provides a limited maximum upside and comprises:*

- *indexation to the value of the Underlying Reference(s); and*
- *additional indexation to the value of the Underlying Reference(s) above the Strike Percentage;*
- *subject to a cap of the Cap Percentage.*

(ii) **Certi plus: Bonus Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Bonus Securities:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + (Down Final Redemption Value); or

(y) if no Knock-out Event has occurred:

Constant Percentage 1 + [Max (Bonus Percentage, Up Final Redemption Value)]

.

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + [Down Final Redemption Value - Max (Down Final Redemption Value - Cap Percentage, 0)]; or

(y) if no Knock-out Event has occurred:

Constant Percentage 1 + [Max (Bonus Percentage, Up Final Redemption Value) - Max (Up Final Redemption Value - Cap Percentage, 0)].

***Description of Payout***

*If Cap is specified as not applicable the Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and indexation to the value of the Underlying Reference(s) above the Bonus Percentage; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) (this value may differ from the above value).*

*If Cap is specified as applicable the Payout provides limited maximum upside and comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and indexation to the value of the Underlying Reference(s) above the Bonus Percentage up to a maximum level. The maximum level is equal to the Cap Percentage; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) (this value may differ from the above value) up to a maximum level equal to the Cap Percentage.*

(iii) **Certi plus: Leveraged Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Leveraged Securities:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + [Final Redemption Value + Additional Gearing × Max (Final Redemption Value - Strike Percentage,0)]; or

(y) if no Knock-out Event has occurred:

Constant Percentage 1 + (Max(100%,100% + (1 + Additional Gearing)× (Final Redemption Value - Strike Percentage)))

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + Min [Cap Percentage, [Final Redemption Value + Additional Gearing × Max (Final Redemption Value - Strike Percentage,0)]]; or

(y) if no Knock-out Event has occurred:

Constant Percentage 1 + Min [Cap Percentage, [Max(100%,100% + (1 + Additional Gearing) × (Final Redemption Value - Strike Percentage))]]

***Description of Payout***

*If Cap is specified as not applicable the Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and leveraged indexation to the value of the Underlying Reference(s) above the Strike Percentage; or*

- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) plus additional indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

*If Cap is specified as applicable the Payout provides limited maximum upside and comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and leveraged indexation to the value of the Underlying Reference(s) above the Strike Percentage up to a maximum level equal to the Cap Percentage; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) plus additional indexation to the value of the Underlying Reference(s) above the Strike Percentage. The aggregate indexation is limited to a maximum level equal to the Cap Percentage.*

(iv) **Certi plus: Twin Win Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Twin Win Securities:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + Max [0, Gear Down*Final Redemption Value]; or

(y) if no Knock-out Event has occurred:

Constant Percentage 2 + Max [Max (Gear up 1*(Strike Percentage - Final Redemption Value), Gear up 2 *(Final Redemption Value - Strike Percentage)), Floor Percentage]

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 +[Min (Cap Percentage,Gear Down*Final Redemption Value)]; or

(y) if no Knock-out Event has occurred:

Constant Percentage 2 + Max [Max (Gear up 1*(Strike Percentage- Final Redemption Value), Min (Cap Percentage- Strike Percentage,Gear up 2*(Final Redemption Value- Strike Percentage))), Floor Percentage].

***Description of Payout***

*If Cap is specified as not applicable the Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage, indexation to the value of the Underlying Reference(s) above the Strike Percentage and indexation to the value of the Underlying Reference(s) below the Strike Percentage in absolute terms; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s).*

*If Cap is specified as applicable the Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage, indexation to the value of the Underlying Reference(s) above the Strike Percentage and up to a maximum level equal to the Cap Percentage and indexation to the value of the Underlying Reference(s) below the Strike Percentage in absolute terms; or*

- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) up to a maximum level equal to the Cap Percentage.*

(v) **Certi plus: Super Sprinter Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Super Sprinter Securities:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-in Event has occurred:

$$\text{Constant Percentage 1} + \text{Final Redemption Value} + \text{Additional Gearing} \times \text{Max}(\text{Final Redemption Value} - \text{Strike Percentage}, 0);$$ or

(y) if no Knock-in Event has occurred:

$$\text{Constant Percentage 1} + \text{Final Redemption Value}.$$

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-in Event has occurred:

$$\text{Constant Percentage 1} + [\text{Min}(\text{Cap Percentage}, \text{Final Redemption Value} + \text{Additional Gearing} \times \text{Max}(\text{Final Redemption Value} - \text{Strike Percentage}, 0))]$$
; or

(y) if no Knock-in Event has occurred:

$$\text{Constant Percentage 1} + [\text{Min}(\text{Cap Percentage}, \text{Final Redemption Value})].$$

***Description of Payout***

*If Cap is specified as not applicable the Payout comprises:*

- *indexation to the value of the Underlying Reference(s); and*

- *if a Knock-in Event occurs, additional indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

*If Cap is specified as applicable the Payout provides a limited maximum upside and comprises:*

- *indexation to the value of the Underlying Reference(s) up to a maximum level;*

- *if a Knock-in Event has occurred, additional indexation to the value of the Underlying Reference(s) above the Strike Percentage up to a maximum level; and*

- *a maximum payout equal to Constant Percentage 1 plus the Cap Percentage.*

(vi) **Certi plus: Generic Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Generic Securities:

Constant Percentage 1+ Gearing Up × Option Up + Gearing Down × Option Down

where:

"**Down Call**" means Max (Down Final Redemption Value – Down Strike Percentage; Down Floor Percentage);

"**Down Call Spread**" means Min (Max (Down Final Redemption Value – Down Strike Percentage; Down Floor Percentage); Down Cap Percentage);

"**Down Forward**" means Down Final Redemption Value – Down Strike Percentage;

"**Down Put**" means Max (Down Strike Percentage – Down Final Redemption Value; Down Floor Percentage);

"**Down Put Spread**" means Min (Max (Down Strike Percentage – Down Final Redemption Value; Down Floor Percentage); Down Cap Percentage);

"**Option Down**" means Down Put, Down Put Spread, Down Forward, Down Call or Down Call Spread as specified in the applicable Final Terms;

"**Option Up**" means Up Call, Up Call Spread, Up Forward, Up Put or Up Put Spread as specified in the applicable Final Terms;

"**Up Call**" means Max (Up Final Redemption Value – Up Strike Percentage; Up Floor Percentage);

"**Up Call Spread**" means Min (Max (Up Final Redemption Value – Up Strike Percentage; Up Floor Percentage); Up Cap Percentage);

"**Up Forward**" means Up Final Redemption Value – Up Strike Percentage;

"**Up Put**" means Max (Up Strike Percentage – Up Final Redemption Value; Up Floor Percentage); and

"**Up Put Spread**" means Min (Max (Up Strike Percentage – Up Final Redemption Value; Up Floor Percentage); Up Cap Percentage).

***Description of the Payout***

*The Payout provides no guarantee of a fixed percentage and comprises:*

- *indexation to the value of the Underlying Reference(s) through the Option Up which may be subject to a maximum level; and*
- *indexation to the value (this value may differ from the value above) of the Underlying Reference(s) through the Option Down which may be subject to a maximum level (which may differ from the maximum level above).*

(vii) **Certi plus: Generic Knock-in Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Generic Knock-in Securities:

(A) if no Knock-in Event has occurred:

Constant Percentage 1 + Gearing Up × Option Up; or

(B) if a Knock-in Event has occurred:

Constant Percentage 2 + Gearing Down × Option Down,

where:

"**Down Call**" means Max (Down Final Redemption Value – Down Strike Percentage; Down Floor Percentage);

"**Down Call Spread**" means Min (Max (Down Final Redemption Value – Down Strike Percentage; Down Floor Percentage); Down Cap Percentage);

"**Down Forward**" means Down Final Redemption Value – Down Strike Percentage;

"**Down Put**" means Max (Down Strike Percentage – Down Final Redemption Value; Down Floor Percentage);

"**Down Put Spread**" means Min (Max (Down Strike Percentage – Down Final Redemption Value; Down Floor Percentage); Down Cap Percentage);

"**Option Down**" means Down Put, Down Put Spread, Down Forward, Down Call or Down Call Spread as specified in the applicable Final Terms;

"**Option Up**" means Up Call, Up Call Spread, Up Forward, Up Put or Up Put Spread as specified in the applicable Final Terms;

"**Up Call**" means Max (Up Final Redemption Value – Up Strike Percentage; Up Floor Percentage);

"**Up Call Spread**" means Min (Max (Up Final Redemption Value – Up Strike Percentage; Up Floor Percentage); Up Cap Percentage);

"**Up Forward**" means Up Final Redemption Value – Up Strike Percentage;

"**Up Put**" means Max (Up Strike Percentage – Up Final Redemption Value; Up Floor Percentage); and

"**Up Put Spread**" means Min (Max (Up Strike Percentage – Up Final Redemption Value; Up Floor Percentage); Up Cap Percentage).

***Description of the Payout***

*The Payout comprises:*

- *if no Knock-in Event occurs, a fixed percentage and indexation to the value of the Underlying Reference(s) through the Option Up which may be subject to a maximum level; or*

- *if a Knock-in Event occurs, a fixed percentage and indexation to the value of the Underlying Reference(s) (this value may differ from the value above) through the Option Down which may be subject to a maximum level (which may differ from the maximum level above).*

(viii) **Certi plus: Generic Knock-out Securities**

If the Securities are specified in the applicable Final Terms as being Certi plus: Generic Knock-out Securities:

(A) if no Knock-out Event has occurred:

Constant Percentage 1 + Gearing Up x Option Up; or

(B) if a Knock-out Event has occurred:

Constant Percentage 2 + Gearing Down x Option Down,

where:

"**Down Call**" means Max (Down Final Redemption Value – Down Strike Percentage; Down Floor Percentage);

"**Down Call Spread**" means Min (Max (Down Final Redemption Value – Down Strike Percentage; Down Floor Percentage); Down Cap Percentage);

"**Down Forward**" means Down Final Redemption Value – Down Strike Percentage;

"**Down Put**" means Max (Down Strike Percentage – Down Final Redemption Value; Down Floor Percentage);

"**Down Put Spread**" means Min (Max (Down Strike Percentage – Down Final Redemption Value; Down Floor Percentage); Down Cap Percentage);

"**Option Down**" means Down Put, Down Put Spread, Down Forward, Down Call or Down Call Spread as specified in the applicable Final Terms;

"**Option Up**" means Up Call, Up Call Spread, Up Forward, Up Put or Up Put Spread as specified in the applicable Final Terms;

"**Up Call**" means Max (Up Final Redemption Value – Up Strike Percentage; Up Floor Percentage);

"**Up Call Spread**" means Min (Max (Up Final Redemption Value – Up Strike Percentage; Up Floor Percentage); Up Cap Percentage);

"**Up Forward**" means Up Final Redemption Value – Up Strike Percentage;

"**Up Put**" means Max (Up Strike Percentage – Up Final Redemption Value; Up Floor Percentage); and

"**Up Put Spread**" means Min (Max (Up Strike Percentage – Up Final Redemption Value; Up Floor Percentage); Up Cap Percentage).

***Description of the Payout***

*The Payout comprises:*

- *if no Knock-out Event occurs, a fixed percentage and indexation to the value of the Underlying Reference(s) through the Option Up which may be subject to a maximum level; or*
- *if a Knock-out Event occurs, a fixed percentage and indexation to the value of the Underlying Reference(s) (this value may differ from the value above) through the Option Down which may be subject to a maximum level (which may differ from the maximum level above).*

(g) **Ratchet Securities**

If the Securities are specified in the applicable Final Terms as being Ratchet Securities:

(i) if Local Cap is specified as not applicable in the applicable Final Terms:

$$\text{Constant Percentage } 1+ \text{Max}\left(\sum_{q \text{ in } Q(i)} \text{Max}(\text{Final Redemption Value}(q) - \text{Strike Percentage}, \text{Local Floor Percentage}), \text{Global Floor Percentage}\right)$$

(ii) if Local Cap is specified as applicable in the applicable Final Terms:

$$\text{Constant Percentage } 1 + \text{Max}\left(\sum_{q \text{ in } Q(i)} \text{Max}(\text{Min}(\text{Final Redemption Value}(q) - \text{Strike Percentage}, \text{Local Cap Percentage}), \text{Local Floor Percentage}), \text{Global Floor Percentage}\right)$$

***Description of Payout***

*The Payout provides an amount equal to the sum of the Final Redemption Values above the Strike Percentage subject to a floor of the Global Floor Percentage. The Final Redemption Values are calculated on each SPS Valuation Date during the SPS Valuation Period and each may be subject to a Cap and/or a floor.*

(h) **Sum Securities**

If the Securities are specified in the applicable Final Terms as being Sum Securities:

$$\text{Constant Percentage } 1+ \sum_{a=1}^{A} \text{PW}_a \prod_{b=1}^{B} \left([\text{Additional Final Payout}]_{a,b}\right).$$

Where:

"**PW**" is the relevant Additional Final Payout Weighting;

"**A**" is the number specified as such in the applicable Final Terms; and

"**B**" is the number specified as such in the applicable Final Terms.

***Description of Payout***

*The Payout comprises a weighted sum of two or more Payouts provided in the Conditions and specified in the applicable Final Terms.*

(i) **Option Max Securities**

If the Securities are specified in the applicable Final Terms as being Option Max Securities:

$$\text{Constant Percentage} \; 1+\underset{a=1}{\overset{A}{\text{Max}}} \left([\text{Additional Final Payout}]_a\right)$$

where "**A**" is the number specified as such in the applicable Final Terms.

***Description of Payout***

*The Payouts comprises a maximum of two or more Payouts provided in the Conditions and specified in the applicable Final Terms.*

(j) **Stellar Securities**

If the Securities are specified in the applicable Final Terms as being Stellar Securities:

$$\text{Max}\left(\text{Global Floor Percentage}, \frac{1}{K}\sum_{k=1}^{K} \text{Max}[\text{Local Floor Percentage}, \text{Min}(\text{Cap Percentage}, \text{Final Redemption Value}(k))] - \text{Strike Percentage}\right)$$

***Description of Payout***

*The Payout comprises an amount equal to the sum of the Final Redemption Values above the Strike Percentage for each Underlying Reference in the basket (each such Final Redemption Value being subject to a minimum and a maximum level) subject to a minimum level of the Global Floor Percentage.*

(k) **Driver Securities**

If the Securities are specified in the applicable Final Terms as being Driver Securities:

$$\text{Max}\left(\text{Global Floor Percentage}, \frac{1}{K}\sum_{k=1}^{K} \text{Max}\ (\text{Floor Percentage}, \text{Modified Value}\ (k)) - \text{Strike Percentage}\right)$$

Where:

"**Modified Value$_{(k)}$**" is:

(i) if the Final Redemption Value$_{(k)}$ is one of the nfixed greatest values in the basket of Underlying References:

Driver Percentage; or

(ii) otherwise:

Final Redemption Value$_{(k)}$.

***Description of Payout***

*The Payout comprises an amount calculated by reference to the average performance of a basket of Underlying References above the Strike Percentage with the Underlying Reference with the "nfixed" highest value being replaced by a fixed percentage (the Driver Percentage), subject to a minimum level of the Global Floor Percentage.*

(l) If specified in the applicable Final Terms any Final Payout will be subject to a cap of the Maximum Final Payout and/or a floor of the Minimum Final Payout, in each case as specified in the applicable Final Terms.

2.3 **Automatic Early Redemption Payouts, Call Payouts and Put Payouts**

(a) If Automatic Early Redemption is specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs, if SPS Automatic Early Redemption Payout is specified in the applicable Final Terms, the Automatic Early Redemption Payout shall be:

*NA* x (AER Redemption Percentage + AER Exit Rate),

Provided That if specified in the applicable Final Terms the SPS Automatic Early Redemption Payout will be subject to a cap of the Maximum SPS Automatic Early Redemption Payout and/or a floor of the Minimum SPS Automatic Early Redemption Payout, in each case specified in the applicable Final Terms.

(b) **Definitions for SPS Automatic Early Redemption Payouts**

"**AER Athena up Rate**" means:

(a) if Cap is specified as applicable in the applicable Final Terms:

$$\text{Min}\left(\text{Max}\left(\text{ER Floor Percentage}_{(i)},\text{ER Gearing}_{(i)}\times\left(\text{ER Value}_{(i)}\text{-ER Strike Percentage}_{(i)}\right)+\text{ER Spread}_{(i)}\right),\ \text{ER Cap Percentage}_{(i)}\right)+\text{ER Constant Percentage}_{(i)}$$

(b) if Cap is specified as not applicable in the applicable Final Terms:

$$\text{Max}\left(\text{ER Floor Percentage}_{(i)},\text{ER Gearing}_{(i)}\times\left(\text{ER Value}_{(i)}-\text{ER Strike Percentage}_{(i)}\right)+\text{ER Spread}_{(i)}\right)+\text{ER Constant Percentage}_{(i)}$$

"**AER Calculation Period**" means the period from (and including) the Interest Payment Date or Premium Amount Payment Date, as applicable, immediately preceding the Automatic Early Redemption Date (or if none the Issue Date) to (but excluding) the Automatic Early Redemption Date;

"**AER CSN Rate**" means a percentage calculated as the product of the AER Rate and the applicable AER Day Count Fraction;

"**AER Day Count Fraction**" means the Day Count Fraction specified as such in the applicable Final Terms;

"**AER Exit Rate**" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, any of AER Rate, AER Athena up Rate or AER CSN Rate as specified in the applicable Final Terms;

"**AER Rate**" is as defined in Note Condition 11.2 or W&C Security Condition 25.12(b) or 34.9, as applicable;

"**AER Redemption Percentage**" means the percentage specified as such in the applicable Final Terms;

"**AER Reference Rate**" means the floating rate specified as such in the applicable Final Terms;

"**ER Cap Percentage**" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

"**ER Constant Percentage**" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

"**ER Floor Percentage**" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

"**ER Gearing**" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

"**ER Spread**" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

"**ER Strike Percentage**" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

"**ER Value**" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the value from Payout Conditions 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**SPS ER Valuation Date**" means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

"**SPS ER Valuation Period**" means each period specified as such in the applicable Final Terms.

(c) **Call Payouts**

If SPS Call Payout is specified in the applicable Final Terms, the Call Payout will be:

NA × (Call Redemption Percentage + Call Exit Rate),

Provided That if specified in the applicable Final Terms the SPS Call Payout will be subject to a cap of the Maximum SPS Call Payout and/or a floor of the Minimum SPS Call Payout, in each case specified in the applicable Final Terms.

(d) **Definitions for SPS Call Payouts**

"**Call Athena up Rate**" means:

(i) if Cap is specified as applicable in the applicable Final Terms:

Min (Max (Call Floor Percentage, Call Gearing × (Call Value - Call Strike Percentage) + Call Spread Percentage), Call Cap Percentage) + Call Constant Percentage

(ii) if Cap is specified as not applicable in the applicable Final Terms:

Max (Call Floor Percentage, Call Gearing × (Call Value - Call Strike Percentage) + Call Spread Percentage) + Call Constant Percentage

"**Call Calculation Period**" means the period from (and including) the Interest Payment Date or Premium Amount Payment Date, as applicable, immediately preceding the Optional Redemption Date (or if none the Issue Date) to (but excluding) the Optional Redemption Date;

"**Call CSN Rate**" means a percentage calculated as the product of the Call Rate and the applicable Day Count Fraction;

"**Call Cap Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Call Constant Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Call Exit Rate**" means any of Call Rate, Call Athena up Rate or Call CSN Rate as specified in the applicable Final Terms;

"**Call Floor Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Call Gearing**" means the percentage specified as such in the applicable Final Terms;

"**Call Rate**" means the rate specified as such or determined in the manner set out in, the applicable Final Terms. If the applicable Final Terms specify that the Call Rate is to be determined by reference to a Screen Rate, the Call Rate shall be calculated pursuant to Note Condition 11.4 or W&C Condition 34.9(e) save that references therein to "AER" shall be deemed to be references to "Call";

"**Call Redemption Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Call Reference Rate**" means the floating rate specified as such in the applicable Final Terms;

"**Call Spread Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Call Strike Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Call Value**" means, in respect of an SPS Call Valuation Date or SPS Call Valuation Period, the value from Payout Conditions 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**SPS Call Valuation Date**" means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

"**SPS Call Valuation Period**" means each period specified as such in the applicable Final Terms.

(e) **Put Payouts**

If SPS Put Payout is specified in the applicable Final Terms, the Put Payout will be:

NA × (Put Redemption Percentage+Put Exit Rate)

Provided That if specified in the applicable Final Terms the SPS Put Payout will be subject to a cap of the Maximum SPS Put Payout and/or a floor of the Minimum SPS Put Payout, in each case specified in the applicable Final Terms.

(f) **Definitions for SPS Put Payouts**

"**Put Athena up Rate**" means:

(i) if Cap is specified as applicable in the applicable Final Terms:

Min(Max(Put Floor Percentage, Put Gearing×(Put Value - Put Strike Percentage)+Put Spread Percentage), Put Cap Percentage)+Put Constant Percentage

(ii) if Cap is specified as not applicable in the applicable Final Terms:

Max(Put Floor Percentage,Put Gearing×(Put Value - Put Strike Percentage)+Put Spread Percentage)+Put Constant Percentage

"**Put Calculation Period**" means the period from (and including) the Interest Payment Date or Premium Amount Payment Date, as applicable, immediately preceding the relevant Optional Redemption Date (or if none the Issue Date) to (but excluding) the relevant Optional Redemption Date;

"**Put Cap Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Put Constant Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Put CSN Rate**" means a percentage calculated as the product of the Put Rate and the applicable Day Count Fraction;

"**Put Exit Rate**" means any of Put Rate, Put Athena up Rate or Put CSN Rate as specified in the applicable Final Terms;

"**Put Floor Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Put Gearing**" means the percentage specified as such in the applicable Final Terms;

"**Put Rate**" means the rate specified as such or determined in the manner set out in, the applicable Final Terms. If the applicable Final Terms specify that the Put Rate is to be determined by reference to a Screen Rate, the Put Rate shall be calculated pursuant to Note Condition 11.4 or W&C Condition 34.9(e) save that references therein to "AER" shall be deemed to be references to "Put";

"**Put Redemption Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Put Reference Rate**" means the floating rate specified as such in the applicable Final Terms;

"**Put Spread Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Put Strike Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Put Value**" means, in respect of an SPS Put Valuation Date or SPS Put Valuation Period, the value from Payout Conditions 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**SPS Put Valuation Date**" means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

"**SPS Put Valuation Period**" means each period specified as such in the applicable Final Terms.

2.4 **SPS Entitlement Amounts**

The following Entitlement Amounts (each an "**Entitlement Amount**") will apply to the Securities if specified in the applicable Final Terms, subject as provided in Payout Condition 2.4(d) below:

(a) **Delivery of Worst-Performing Underlying**

If Delivery of Worst-Performing Underlying is specified as applicable in the applicable Final Terms:

NA × Redemption Payout / (Worst Performing Underlying Reference Closing Price Value$_{(i)}$×FX$_{(i)}$)

Where:

"**Worst Performing Underlying Reference Closing Price Value$_{(i)}$**" is the Underlying Reference Closing Price Value$_{(i)}$ on the relevant SPS Valuation Date in respect of the Underlying Reference with the Worst Value on such date; and

"**FX$_{(i)}$**" is the relevant Underlying Reference FX Level$_{(i)}$ on the relevant SPS Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

(b) **Delivery of Best-Performing Underlying**

If Delivery of Best-Performing Underlying is specified as applicable in the applicable Final Terms:

NA × Redemption Payout / (Best Performing Underlying Reference Closing Price Value$_{(i)}$ × FX$_{(i)}$)

Where:

"**Best-Performing Underlying Reference Closing Price Value$_{(i)}$**" is the Underlying Reference Closing Price Value$_{(i)}$ on the relevant SPS Valuation Date in respect of the Underlying Reference with the Best Value on such date; and

"**FX$_{(i)}$**" is the relevant Underlying Reference FX Level on the relevant SPS Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

(c) **Delivery of the Underlying**

If Delivery of the Underlying is specified as applicable in the applicable Final Terms:

NA × Redemption Payout / (Underlying Reference Closing Price Value ×FX$_{(i)}$)

Where:

"**Underlying Reference Closing Price Value**" is the Underlying Reference Closing Price Value on the relevant SPS Valuation Date; and

"**FX$_{(i)}$**" is the Underlying Reference FX Level on the relevant SPS Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

(d) **Rounding and Residual Amount**

The Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered and in lieu thereof the Issuer will pay an amount equal to:

$$\text{NA} \times \text{Redemption Payment} - \sum_{k=1}^{K} \text{Number}\,(k, i) * \text{FX}_{(k,i)} * \text{Underlying Reference Closing Price Value}_{(k,i)}$$

"**Number$_{(k,i)}$**" is equal to the Entitlement Amount for the relevant Underlying Reference$_{(k)}$ and SPS Valuation Date$_{(i)}$;

"**Underlying Reference Closing Price Value$_{(k,i)}$**" is the Underlying Reference Closing Price Value$_{(i)}$ on the relevant SPS Valuation Date in respect of the relevant Underlying Reference$_{(k)}$; and

"**FX$_{(k,i)}$**" is the relevant Underlying Reference FX Level on the relevant SPS Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

2.5 **Definitions for SPS Coupon/Premium Amount Rates and FR Exit Rate**

(a) Definitions for SPS Coupon / Premium Amount Rates

"**AC Digital Coupon Barrier Level Down**" means the percentage, amount or number specified as such in the applicable Final Terms;

"**AC Digital Coupon Barrier Level Up**" means the percentage, amount or number specified as such in the applicable Final Terms;

"**AC Digital Coupon Condition**" means:

(a) if Barrier Up is specified as applicable in the applicable Final Terms, that the DC Barrier Value for the relevant SPS Coupon Valuation Date is (i) equal to or greater than the relevant AC Digital Coupon Barrier Level Down and (ii) less than or equal to the relevant AC Digital Coupon Barrier Level Up; or

(b) if Barrier Up is specified as not applicable in the applicable Final Terms, that the DC Barrier Value for the relevant SPS Coupon Valuation Date is equal to or greater than AC Digital Coupon Barrier Level Down;

"**AC Digital Day**" means a calendar day, Business Day, Exchange Business Day, Hybrid Business Day, Scheduled Trading Day, SPS Coupon Valuation Date or other day specified as such in the applicable Final Terms;

"**Additional Coupon**" means each Coupon Rate or Premium Amount Rate specified as such in the applicable Final Terms;

"**Barrier Condition**" means that Coupon Value for the relevant Underlying Reference for the relevant SPS Valuation Date is (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 Barrier Level;

"**Barrier Level**" means the percentage, amount or number specified as such in the applicable Final Terms;

"**Constant Percentage**" means the percentage specified as such in the applicable Final Terms.

"**Coupon Value**" means, in respect of an SPS Coupon Valuation Date or SPS Coupon Valuation Period, the value from Payout Conditions 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**Coupon Weighting**" means the number, amount or percentage specified as such in the applicable Final Terms;

"**DC Barrier Value**" means, in respect of a SPS Coupon Valuation Date or SPS Coupon Valuation Period, the value from Payout Conditions 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**Digital Coupon Condition**" means that the DC Barrier Value for the relevant SPS Coupon Valuation Date or SPS Coupon Valuation Period is (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 Barrier Level;

"**Driver Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Final Redemption Condition Level**" means the percentage, amount or number specified as such in the applicable Final Terms;

"**Final Redemption Condition Level 2**" means the percentage, amount or number specified as such in the applicable Final Terms;"**nfixed**" means the number specified as such in the applicable Final Terms;

"**Rate**" means, in respect of a SPS Coupon Valuation Date or SPS Coupon Valuation Period:

(i) the fixed rate specified in or the floating rate calculated as provided in the applicable Final Terms; or

(ii) the Vanilla Call Rate or Vanilla Call Spread Rate specified in the applicable Final Terms.

"**Snowball Barrier Value**" means, in respect of a SPS Coupon Valuation Date or SPS Coupon Valuation Period, the value from Payout Conditions 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**Snowball Date**" means each date on which the relevant Snowball Digital Coupon Condition is satisfied or the last day of any SPS Coupon Valuation Period in which the Snowball Digital Coupon Condition is satisfied;

"**Snowball Digital Coupon Condition**" means that the Snowball Barrier Value for the relevant SPS Coupon Valuation Date or SPS Coupon Valuation Period is (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 Snowball Level;

"**Snowball Level**" means the number, amount or percentage specified as such in the applicable Final Terms;

"**Spread**" means the percentage specified as such in the applicable Final Terms;

"**SPS Coupon Valuation Date**" means each AC Digital Day, Averaging Date, Pricing Date, Settlement Price Date and/or Underlying Interest Determination Date specified as such in the applicable Final Terms;

"**SPS Coupon Valuation Period**" means the period specified as such in the applicable Final Terms;

"**Vanilla Call Rate**" means:

$$\text{Constant Percentage}_{(i)} + \text{Gearing}_{(i)} * \text{Max}(\text{Coupon Value}_{(i)} - \text{Strike Percentage}_{(i)} + \text{Spread}_{(i)}, \text{Floor Percentage}_{(i)});$$ and

"**Vanilla Call Spread Rate**" means:

$$\text{Constant Percentage}_{(i)} + \text{Gearing}_{(i)} * \text{Min}(\text{Max}(\text{Coupon Value}_{(i)} - \text{Strike Percentage}_{(i)} + \text{Spread}_{(i)}, \text{Floor Percentage}_{(i)}); \text{Cap Percentage}_{(i)}).$$

(b) **Definitions for FR Exit Rate**

"**FR Athena up Rate**" means:

(a) if Cap is specified as applicable in the applicable Final Terms:

Min(Max(FR Floor Percentage, FR Gearing×(FR Value - FR Strike Percentage)+FR Spread),FR Cap Percentage)+FR Constant Percentage

(b) if Cap is specified as not applicable in the applicable Final Terms:

Max(FR Floor Percentage, FR Gearing × (FR Value - FR Strike Percentage)+FR Spread) + FR Constant Percentage

"**FR Calculation Period**" means the period from (and including) the Interest Payment Date or Premium Amount Payment Date, as applicable, immediately preceding the Final Valuation Date (or if none the Issue Date) to (but excluding) the Final Valuation Date;

"**FR Cap Percentage**" means the percentage specified as such in the applicable Final Terms;

"**FR Constant Percentage**" means the percentage specified as such in the applicable Final Terms;

"**FR CSN Rate**" means a percentage calculated as the product of the FR Rate and the applicable FR Day Count Fraction;

"**FR Day Count Fraction**" means the Day Count Fraction specified as such in the applicable Final Terms;

"**FR Exit Rate**" means any of FR Rate, FR Athena up Rate or FR CSN Rate as specified in the applicable Final Terms;

"**FR Floor Percentage**" means the percentage specified as such in the applicable Final Terms;

"**FR Gearing**" means the percentage specified as such in the applicable Final Terms;

"**FR Rate**" means the rate specified as such or determined in the manner set out in, the applicable Final Terms. If the applicable Final Terms specify that the FR Rate is to be determined by reference to a Screen Rate, the FR Rate shall be calculated pursuant to Note Condition 11.4 or W&C Condition 34.9(e), as applicable, save that references therein to "AER" shall be deemed to be references to "FR";

"**FR Redemption Percentage**" means the percentage specified as such in the applicable Final Terms;

"**FR Reference Rate**" means the floating rate specified as such in the applicable Final Terms;

"**FR Spread**" means the percentage specified as such in the applicable Final Terms;

"**FR Strike Percentage**" means the percentage specified as such in the applicable Final Terms;

"**FR Value**" means, in respect of a SPS FR Valuation Date or SPS FR Valuation Period, the value from Payout Conditions 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**SPS FR Barrier Valuation Date**" means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms;

"**SPS FR Barrier Valuation Period**" means each period specified as such in the applicable Final Terms;

"**SPS FR Valuation Date**" means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

"**SPS FR Valuation Period**" means each period specified as such in the applicable Final Terms.

2.6 **Simple Value and Performance Definitions for SPS Coupon/Premium Amount Rates, Payouts and Entitlement Amounts**

(a) **Basic Value Definitions**

"**FX Value**" means, in respect of an Underlying Reference and a day:

(a) Underlying Reference FX Level for such day divided by Underlying Reference FX Strike Level; or

(b) if Underlying Reference FX Hedged Value is specified in the applicable Final Terms, Underlying Reference FX Hedged Value for such day divided by Underlying Reference FX Strike Level;

"**Underlying Reference Closing Price Value**" means, in respect of a SPS Valuation Date:

(a) if the relevant Underlying Reference is an Index or Custom Index, the Closing Level;

(b) if the relevant Underlying Reference is a Share, the Closing Price or the Italian Securities Reference Price, as specified in the applicable Final Terms;

(c) if the relevant Underlying Reference is an ETI, the Closing Price;

(d) if the relevant Underlying Reference is a Commodity or a Commodity Index, the Relevant Price;

(e) if the relevant Underlying Reference is a Fund, the NAV per Fund Share;

(f) if the relevant Underlying Reference is a Currency or Future, the Settlement Price;

(g) if the relevant Underlying Reference is an Underlying Interest Rate, the Underlying Reference Rate;

(h) if the relevant Underlying Reference is an Inflation Index, the Relevant Level; or

(i) if the relevant Underlying Reference is a Debt Instrument, the Settlement Price,

in each case in respect of such day;

"**Underlying Reference FX Hedged Value**" means, in respect of an Underlying Reference and a day, the rate determined by the Calculation Agent in accordance with the following formula:

$$\text{Underlying Reference FX Hedged Value}_t = \text{Underlying Reference FX Hedged Value}_{t-1} \times \left[\left(1 + \frac{\text{Index}_t \times FX_t}{\text{Index}_{t-1} \times FX_{t-1}} - \frac{FX_t}{FX_{t-1}}\right)\right]$$

Provided That the Underlying Reference FX Hedged Value on the Strike Date is the rate specified in the applicable Final Terms as the Initial Underlying Reference FX Hedged Value.

Where:

"**$FX_t$**" means, in respect of a day, the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms on such day or if such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day or, if such rate of exchange is not available from such sources at such time, the rate of exchange determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, provided that $FX_t$ on the Strike Date is the rate specified in the applicable Final Terms as FX Initial.

"**$FX_{t-1}$**" means, in respect of a day, $FX_t$ on the Scheduled Custom Index Business Day immediately preceding such day.

"**$\text{Index}_t$**" means, in respect of a day, the level of the relevant Custom Index published by the Index Sponsor in respect of such day or if such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day as determined by the Calculation Agent, provided that if the level of the Custom Index is not calculated and announced by the Index Sponsor on such day, the Calculation Agent shall determine the level of such Custom Index in good faith and in a commercially reasonable manner, provided that $\text{Index}_t$ on the Strike Date is the level specified in the applicable Final Terms as Index Initial Value.

"**$\text{Index}_{t-1}$**" means, in respect of a day, $\text{Index}_t$ on the Scheduled Custom Index Business Day immediately preceding such day.

"**Underlying Reference FX Level**" means, in respect of an Underlying Reference and a day, the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms for such Underlying Reference on such day;

"**Underlying Reference FX Strike Level**" means in respect of an Underlying Reference:

(a) the rate specified as such in the applicable Final Terms; or

(b) if FX Closing Level is specified as applicable in the applicable Final Terms, the Underlying Reference FX Level for such Underlying Reference on the Strike Date; or

(c) if FX Maximum Level is specified as applicable in the applicable Final Terms, the greatest Underlying Reference FX Level for such Underlying Reference for all the Strike Days in the Strike Period; or

(d) if FX Minimum Level is specified as applicable in the applicable Final Terms, the lowest Underlying Reference FX Level for such Underlying Reference for all the Strike Days in the Strike Period; or

(e) if FX Average Level is specified as applicable in the applicable Final Terms, the arithmetic average of the Underlying Reference FX Levels for such Underlying Reference for all the Strike Days in the Strike Period; and

"**Underlying Reference Strike Price**" means, in respect of an Underlying Reference:

(i) the amount specified as such in the applicable Final Terms; or

(ii) if Strike Price Closing Value is specified as applicable in the applicable Final Terms, the Underlying Reference Closing Price Value for such Underlying Reference on the Strike Date; or

(iii) if Strike Price Maximum Value is specified as applicable in the applicable Final Terms, the greatest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period; or

(iv) if Strike Price Minimum Value is specified as applicable in the applicable Final Terms, the lowest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period; or

(v) if Strike Price Average Value is specified as applicable in the applicable Final Terms, the arithmetic average of the Underlying Reference Closing Price Values for such Underlying Reference for all the Strike Days in the Strike Period; or

(vi) if Barrier Strike Price Closing Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the Underlying Reference Closing Price Value for such Underlying Reference on the Strike Date and (y) the Barrier Percentage Strike Price; or

(vii) if Barrier Strike Price Maximum Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the greatest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period and (y) the Barrier Percentage Strike Price; or

(viii) if Barrier Strike Price Minimum Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the lowest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period and (y) the Barrier Percentage Strike Price; or

(ix) if Barrier Strike Price Average Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the arithmetic average of the Underlying Reference Closing Price Values for such Underlying Reference for all the Strike Days in the Strike Period and (y) the Barrier Percentage Strike Price.

(b) **Mono Underlying Reference Value Definitions**

"**Performance**" means, in respect of an Underlying Reference and a SPS Valuation Date, (a) the Underlying Reference Value for such Underlying Reference in respect of such day minus (b) 100 per cent.;

"**Restrike Performance**" means, in respect of an Underlying Reference and a SPS Valuation Date (a) (i) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such day (ii) divided by the Underlying Reference Closing Price Value for such Underlying Reference in respect of the immediately preceding SPS Valuation Date (b) less 100 per cent.;

"**Underlying Reference EndDay Closing Price Value**" means, in respect of an Underlying Reference and a SPS Valuation Date, the Underlying Reference Closing Price Value for such Underlying Reference on the date (the "**SPS EndDay Valuation Date**") falling nEnd days after such SPS Valuation Date;

"**Underlying Reference Intraday Price Value**" means:

(a) if the relevant Underlying Reference is an Index, the Intraday Level; or

(b) if the relevant Underlying Reference is a Share, an ETI, a Commodity or a Commodity Index, the Intraday Price;

"**Underlying Reference Intraday Value**" means, in respect of an Underlying Reference and a SPS Valuation Date, (a) (i) the Underlying Reference Intraday Price Value for such Underlying Reference in respect of such SPS Valuation Date (ii) divided by the relevant Underlying Reference Strike Price, and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value;

"**Underlying Reference Restrike Value**" means, in respect of an Underlying Reference and a SPS Valuation Date (a) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such day divided by (b) the Underlying Reference Closing Price Value for such Underlying Reference in respect of the immediately preceding SPS Valuation Date;

"**Underlying Reference StartDay Closing Price Value**" means, in respect of an Underlying Reference and a SPS Valuation Date, the Underlying Reference Closing Price Value for such Underlying Reference on the date (the "**SPS StartDay Valuation Date**") falling nStart days prior to such SPS Valuation Date;

"**Underlying Reference TOM Restrike Value**" means, in respect of an Underlying Reference and a SPS Valuation Date (a) the Underlying Reference EndDay Closing Price Value for such Underlying Reference in respect of such day divided by (b) Underlying Reference StartDay Closing Price Value for such Underlying Reference in respect of such day;

"**Underlying Reference TOM Value**" means, in respect of an Underlying Reference and a SPS Valuation Date, the product of all Underlying Reference TOM Restrike Values for all SPS Valuation Dates prior to and including such SPS Valuation Date in respect of an Underlying Reference; and

"**Underlying Reference Value**" means, in respect of an Underlying Reference and a SPS Valuation Date, (a) (i) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such SPS Valuation Date (ii) divided by the relevant Underlying Reference Strike Price and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value.

(c) **Multi Underlying Reference Value Definitions**

"**Basket Value**" means, in respect of a SPS Valuation Date, the sum of the values calculated for each Underlying Reference in the Basket as (a) the Underlying Reference Value for such Underlying Reference in respect of such SPS Valuation Date multiplied by (b) the relevant Underlying Reference Weighting;

"**Best Intraday Value**" means, in respect of a SPS Valuation Date, the highest Underlying Reference Intraday Value for any Underlying Reference in the Basket in respect of such SPS Valuation Date;

"**Best Value**" means, in respect of a SPS Valuation Date, the highest Underlying Reference Value for any Underlying Reference in the Basket in respect of such SPS Valuation Date;

"**Rainbow Value**" means, in respect of a SPS Valuation Date, the sum of the values calculated for each Underlying Reference in the Basket as (a) the Ranked Value for such Underlying Reference in respect of such SPS Valuation Date multiplied by (b) the relevant Underlying Reference Weighting;

"**Ranked Value**" means, in respect of a SPS Valuation Date, the Underlying Reference Value in respect of the Underlying Reference with the Ranking in respect of such SPS Valuation Date set out in the applicable Final Terms;

"**Ranking**" means, in respect of an SPS Valuation Date, the ordinal positioning of each Underlying Reference by Underlying Reference Value from lowest Underlying Reference Value to greatest Underlying Reference Value in respect of such SPS Valuation Date;

"**Worst Intraday Value**" means, in respect of a SPS Valuation Date, the lowest Underlying Reference Intraday Value for any Underlying Reference in respect of such SPS Valuation Date; and

"**Worst Value**" means, in respect of a SPS Valuation Date, the lowest Underlying Reference Value for any Underlying Reference in the Basket in respect of such SPS Valuation Date.

2.7 **Greatest Period Values for SPS Coupon/Premium Amount Rates, Payouts and Entitlement Amounts**

(a) **Mono Underlying Reference Value Definitions**

"**Greatest Underlying Reference Intraday Value**" means, in respect of an Underlying Reference and a SPS Valuation Period, the highest Underlying Reference Intraday Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period; and

"**Greatest Underlying Reference Value**" means, in respect of an Underlying Reference and a SPS Valuation Period, the highest Underlying Reference Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period.

(b) **Multi Underlying Reference Value Definitions**

"**Greatest Basket Value**" means, in respect of a SPS Valuation Period, the highest Basket Value for all the SPS Valuation Dates in such SPS Valuation Period;

"**Greatest Best Intraday Value**" means, in respect of a SPS Valuation Period, the highest Best Intraday Value for all the SPS Valuation Dates in such SPS Valuation Period;

"**Greatest Best Value**" means, in respect of a SPS Valuation Period, the highest Best Value for all the SPS Valuation Dates in such SPS Valuation Period;

"**Greatest Rainbow Value**" means, in respect of a SPS Valuation Period, the highest for all SPS Valuation Dates in such SPS Valuation Period of the relevant Rainbow Values; and

"**Greatest Worst Value**" means, in respect of a SPS Valuation Period, the highest Worst Value for all the SPS Valuation Dates in such SPS Valuation Period.

2.8 **Lowest Period Values for SPS Coupon/Premium Amount Rates, Payouts and Entitlement Amounts**

(a) **Mono Underlying Reference Value Definitions**

"**Lowest Underlying Reference Intraday Value**" means, in respect of an Underlying Reference and a SPS Valuation Period, the lowest Underlying Reference Intraday Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period; and

"**Lowest Underlying Reference Value**" means, in respect of an Underlying Reference and a SPS Valuation Period, the lowest Underlying Reference Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period.

(b) **Multi Underlying Reference Value Definitions**

"**Lowest Basket Value**" means, in respect of a SPS Valuation Period, the lowest Basket Value for all the SPS Valuation Dates in such SPS Valuation Period;

"**Lowest Best Value**" means, in respect of a SPS Valuation Period, the lowest Best Value for all the SPS Valuation Dates in such SPS Valuation Period;

"**Lowest Rainbow Value**" means, in respect of a SPS Valuation Period, the lowest for all SPS Valuation Dates in such SPS Valuation Period of the relevant Rainbow Values;

"**Lowest Worst Intraday Value**" means, in respect of a SPS Valuation Period, the lowest Worst Intraday Value for all the SPS Valuation Dates in such SPS Valuation Period; and

"**Lowest Worst Value**" means, in respect of a SPS Valuation Period, the lowest Worst Value for all the SPS Valuation Dates in such SPS Valuation Period.

2.9 **Average Values for SPS Coupon/Premium Amount Rates, Payouts and Entitlement Amounts**

(a) **Mono Underlying Reference Value Definitions**

"**Average Underlying Reference TOM Value**" means, in respect of an Underlying Reference and a SPS Valuation Period, the arithmetic average of the Underlying Reference TOM Values for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period; and

"**Average Underlying Reference Value**" means, in respect of an Underlying Reference and a SPS Valuation Period, the arithmetic average of the Underlying Reference Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period;

(b) **Multi Underlying Reference Value Definitions**

"**Average Basket Value**" means, in respect of a SPS Valuation Period, the arithmetic average of the Basket Values for all the SPS Valuation Dates in such SPS Valuation Period;

"**Average Best Value**" means, in respect of a SPS Valuation Period, the arithmetic average of the Best Values for all the SPS Valuation Dates in such SPS Valuation Period;

"**Average Rainbow Value**" means, in respect of a SPS Valuation Period, the arithmetic average for all SPS Valuation Dates in such SPS Valuation Period of the relevant Rainbow Values; and

"**Average Worst Value**" means, in respect of a SPS Valuation Period, the arithmetic average of the Worst Values for all the SPS Valuation Dates in such SPS Valuation Period.

2.10 **Weighted Average Values for SPS Coupon/Premium Amount Rates, Payouts and Entitlement Amounts**

(a) **Mono Underlying Reference Value Definitions**

"**Weighted Average Underlying Reference Value**" means, in respect of an Underlying Reference and a SPS Valuation Period, the sum of the values calculated for all the SPS Valuation Dates in such SPS Valuation Period as (a) the Underlying Reference Value for such Underlying Reference for such SPS Valuation Date (b) multiplied by the relevant SPS Date Weighting.

(b) **Multi Underlying Reference Value Definitions**

"**Weighted Average Basket Value**" means, in respect of a SPS Valuation Period, the sum of the values calculated for all the SPS Valuation Dates in such SPS Valuation Period as (a) the Basket Value for such SPS Valuation Date (b) multiplied by the relevant SPS Date Weighting;

"**Weighted Average Best Value**" means, in respect of a SPS Valuation Period, the sum of the values calculated for all the SPS Valuation Dates in such SPS Valuation Period as (a) the Best Value for such SPS Valuation Date (b) multiplied by the relevant SPS Date Weighting;

"**Weighted Average Rainbow Value**" means, in respect of a SPS Valuation Period, the sum of the values calculated for all SPS Valuation Dates in such SPS Valuation Period as (a) the relevant Rainbow Values (b) multiplied by the relevant SPS Date Weighting; and

"**Weighted Average Worst Value**" means, in respect of a SPS Valuation Period, the sum of the values calculated for all the SPS Valuation Dates in such SPS Valuation Period as (a) the Worst Value for such SPS Valuation Date (b) multiplied by the relevant SPS Date Weighting.

2.11 **Minimum/Maximum Values**

Any value specified in the applicable Final Terms and used in the calculation of any SPS Coupon / Premium Amount Rate, Payout and/or Entitlement Amount or related provision may be subject to a cap of the Maximum Value and/or a floor of the Minimum Value, in each case specified in the applicable Final Terms.

2.12 **General Definitions for SPS Coupon/Premium Amount Rates, Final Payouts and Entitlement Amounts**

"**Additional Final Payout**" means each Final Payout specified as such in the applicable Final Terms for the relevant Sum Securities or Option Max Securities and if Payout FX Conversion is specified as applicable in the applicable Final Terms, converted into the Payout Currency at the Payout FX Value, in each case specified in the applicable Final Terms;

"**Additional Final Payout Weighting**" is the number, amount or percentage specified as such in the applicable Final Terms;

"**Additional Gearing**" means the percentage specified as such in the applicable Final Terms;

"**Barrier Percentage Strike Price**" means the percentage specified as such in the applicable Final Terms;

"**Bonus Coupon**" means the percentage specified as such in the applicable Final Terms;

"**Bonus Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Cap Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 2**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 3**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 4**" means the percentage specified as such in the applicable Final Terms;

"**Coupon Airbag Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Coupon Airbag Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**Coupon Airbag Percentage 2**" means the percentage specified as such in the applicable Final Terms;

"**Down Cap Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Down Final Redemption Value**" means the value from Payout Conditions 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**Down Floor Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Down Strike Percentage**" means the percentage specified as such in the applicable Final Terms;

"**EDS Barrier Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Final Redemption Condition**" means that:

(a) the FR Barrier Value for the relevant SPS FR Barrier Valuation Date or SPS FR Barrier Valuation Period is (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 Final Redemption Condition Level (the "**Final Redemption Condition 1**"); and/or (as specified in the applicable Final Terms)

(b) the FR Barrier Value 2 for the relevant SPS FR Barrier Valuation Date or SPS FR Barrier Valuation Period is (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 Final Redemption Condition Level 2 (the "**Final Redemption Condition 2**");

"**Final Redemption Value**" means the value from Payout Conditions 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**Floor Percentage**" means the percentage specified as such in the applicable Final Terms;

"**FR Barrier Value**" means, in respect of a SPS FR Barrier Valuation Date or SPS FR Barrier Valuation Period, the value from Payout Conditions 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**FR Barrier Value 2**" means, in respect of a SPS FR Barrier Valuation Date or SPS FR Barrier Valuation Period, the value from Payout Conditions 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms;

"**Gear Down**" means the percentage specified as such in the applicable Final Terms;

"**Gear Up 1**" means the percentage specified as such in the applicable Final Terms;

"**Gear Up 2**" means the percentage specified as such in the applicable Final Terms;

"**Gearing**" means the percentage specified as such in the applicable Final Terms;

"**Gearing Down**" means the percentage specified as such in the applicable Final Terms;

"**Gearing Up**" means the percentage specified as such in the applicable Final Terms;

"**Global Floor Percentage**" means the percentage specified as such in the applicable Final Terms;

"***i***" means the relevant SPS Valuation Date or SPS Valuation Period;

"***j***" means the relevant Strike Date;

"***k***" means the relevant Underlying Reference;

"***K***" means the total number of Underlying References in the Basket;

"**Local Cap Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Local Floor Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Loss Percentage**" means the percentage specified as such in the applicable Final Terms;

"**m**" means the relevant SPS Valuation Date or SPS Valuation Period;

"**M**" means a series of SPS Valuation Dates or SPS Valuation Periods;

"**Min Coupon**" means the percentage specified as such in the applicable Final Terms;

"**NA**" means, in respect of a W&C Security, the Notional Amount or, in respect of a Note, the Calculation Amount;

"**nEnd days**" has the meaning given it in the applicable Final Terms;

"**nStart days**" has the meaning given it in the applicable Final Terms;

"**Payout Currency**" means the currency specified as such in the applicable Final Terms;

"**Payout FX Closing Price Value**" means the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms for such Payout Currency on the Payout FX Rate Date

"**Payout FX Rate Date**" means the date specified as such in the applicable Final Terms;

"**Payout FX Rate Strike Date**" means the date specified as such in the applicable Final Terms;

"**Payout FX Strike Closing Price Value**" means (i) the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms on the Payout FX Rate Strike Date or (ii) the rate of exchange specified in the applicable Final Terms, as specified in the applicable Final Terms.

"**Payout FX Value**" means, in respect of a Payout Currency (a) the Payout FX Closing Price Value divided by (b) the Payout FX Strike Closing Price Value;

"**q**" means the relevant Observation Date or SPS Valuation Date;

"**Q**" is a series of SPS Valuation Dates in SPS Valuation $\text{Period}_{(i)}$ or Calculation $\text{Period}_{(i)}$;

"**Redemption Payout**" means the Final Payout in specified in the applicable Final Terms;

"**SPS Date Weighting**" means, in respect of an SPS Valuation Date, the number, amount or percentage specified as such for such date in the applicable Final Terms;

"**SPS Redemption Valuation Date**" means each Underlying Interest Determination Date, Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms;

"**SPS Redemption Valuation Period**" means each period specified as such in the applicable Final Terms;

"**SPS Valuation Date**" means each SPS Coupon Valuation Date, SPS Redemption Valuation Date, SPS ER Valuation Date, SPS FR Valuation Date, SPS FR Barrier Valuation Date, Knock-in Determination Day, Knock-out Determination Day, Automatic Early Expiration Valuation Date, SPS EndDay Valuation Date, SPS StartDay Valuation Date, SPS Call Valuation Date, SPS Put Valuation Date, SPS ACS Valuation Date, SPS APS Valuation Date, Automatic Early Redemption Valuation Date, Strike Day or Strike Date specified as such in the applicable Final Terms;

"**SPS Valuation Period**" means each SPS ER Valuation Period, SPS Coupon Valuation Period, SPS FR Barrier Valuation Period, SPS Call Valuation Period, SPS Put Valuation Period, Automatic Early Redemption Valuation Period, Automatic Early Expiration Valuation Period, SPS FR Valuation Period, SPS Redemption Valuation Period, Knock-in Determination Period, Knock-out Determination Period, SPS ACS Valuation Period, or SPS APS Valuation Period, specified in the applicable Final Terms;

"**Strike Percentage**" means the percentage specified as such in the applicable Final Terms;

"**T**" means the relevant Observation Date or SPS Valuation Date;

"**Total M**" means the number specified as such in the applicable Final Terms;

"**Underlying Reference**" means, for the purposes of the SPS Payouts, Coupon/Premium Amount Rates and Entitlement Amounts, each Index, Share, ETI, Debt Instrument, Commodity, Commodity Index, Fund, Underlying Interest Rate, Inflation Index or Future or other basis of reference to which the relevant Securities relate;

"**Underlying Reference Weighting**" means, in respect of an Underlying Reference, the number, amount or percentage specified as such for such Underlying Reference in the applicable Final Terms.

"**Up Cap Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Up Final Redemption Value**" means the value from Payout Conditions 2.6, 2.7, 2.8, 2.9 or 2.10 specified as such in the applicable Final Terms; and

"**Up Floor Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Up Strike Percentage**" means the percentage specified as such in the applicable Final Terms;

## 3. FIXED INCOME COUPON/PREMIUM AMOUNT RATES AND PAYOUTS

### 3.1 Fixed Coupon Interest/Premium Amount Rates

The following Coupon Rate(s) or Premium Amount Rate will apply to the Securities if specified in the applicable Final Terms:

(a) **FX Vanilla Coupon**

If FX Vanilla Coupon is specified as applicable in the applicable Final Terms:

$$\text{Min}\left(\text{Global Cap A}, \text{Max}\left(\text{Global Floor A}, \text{Gearing A x FX Coupon Performance}\right)\right)$$

(b) **FI Digital Coupon**

If FI Digital Coupon is specified as applicable in the applicable Final Terms:

(i) if the FI Digital Coupon Condition is satisfied in respect of the relevant FI Interest Valuation Date:

$$\text{Min}\left(\text{Global Cap A, Max}\left(\text{Global Floor A,}\left(\sum_{i=1}^{n}\text{Gearing A}_{(i)}\times\text{FI Rate A}_{(i)}\right)+\text{Constant A}\right)\right);\text{or}$$

(ii) if the FI Digital Coupon Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

$$\text{Min}\left(\text{Global Cap B, Max}\left(\text{Global Floor B,}\left(\sum_{i=1}^{n}\text{Gearing B}_{(i)}\times\text{FI Rate B}_{(i)}\right)+\text{Constant B}\right)\right)$$

(c) **FX Digital Coupon**

If FX Digital Coupon is specified as applicable in the applicable Final Terms:

(i) if the FI Digital Coupon Condition is satisfied in respect of the relevant FI Interest Valuation Date:

$$\text{Min}\left(\text{Global Cap A, Max}\left(\text{Global Floor A, Gearing A x FX Coupon Performance}\right)\right);$$

or

(ii) if the FI Digital Coupon Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

$$\text{Min}\left(\text{Global Cap B, Max}\left(\text{Global Floor B, Gearing B x FX Coupon Performance}\right)\right)$$

(d) **Range Accrual Coupon**

If Range Accrual Coupon is specified as applicable in the applicable Final Terms:

$$Min\left\{Global\ Cap, Max\left(Global\ Floor, Min\left[Local\ Cap, Max\left(Local\ Floor, Global\ M\arg in + \sum_{i=1}^{n}\text{Gearing}_{(i)}\ \text{x FI Rate}_{(i)}\right)\right]\text{x } n/N\right)\right\}$$

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.

(e) **FX Range Accrual Coupon**

If FX Range Accrual Coupon is specified as applicable in the applicable Final Terms:

$$\text{Min}\left(\text{GlobalCap, Max}\left(\text{Global Floor,FI Rate x n/N}\right)\right)$$

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 or FX Coupon Performance, as applicable, 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 or FX Coupon Performance, as applicable, on the Range Cut-off Date.

(f) **FX Memory Coupon**

If FX Memory Coupon is specified as applicable in the applicable Final Terms:

(i) if the FI Digital Coupon Condition is satisfied in respect of the relevant FI Interest Valuation Date:

FI Rate A – Paid FX Memory Coupons; or

(ii) if the FI Digital Coupon Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

FI Rate B

Where:

"**Current FX Memory Coupon Interest Period**" means, in respect of a FI Interest Valuation Date, the Interest Period ending on or immediately prior to such FI Interest Valuation Date.

"**Paid FX Memory Coupons**" means, in respect of a FI Interest Valuation Date, the sum of the values calculated for each Interest Period as the product of (i) the Rate of Interest and (ii) the Day Count Fraction, in each case calculated for each Interest Period preceding the Current FX Memory Coupon Interest Period.

(g) **Combination Floater Coupon**

If Combination Floater is specified as applicable in the applicable Final Terms:

$$Min\left\{Global\ Cap, Max\left(Global\ Floor, Min\left(Local\ Cap, Max\left(Local\ Floor, Global\ Margin + \sum_{i=1}^{n} Gearing_i \times FI\ Rate_i\right)\right)\right)\right\}.$$

(h) **PRDC Coupon**

If PRDC Coupon is specified as applicable in the applicable Final Terms:

(i) if Knock-in Event is specified as applicable in the applicable Final Terms:

(A) if no Knock-in Event has occurred, 0 (zero); or

(B) if a Knock-in Event has occurred:

Min (Cap, Max (Floor, (Coupon Percentage 1 x PRDC Performance) - Coupon Percentage 2));

(ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:

Min (Cap, Max (Floor, (Coupon Percentage 1 x PRDC Performance) - Coupon Percentage 2));

(iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

(A) if a Knock-in Event has occurred but a Knock-out Event has not occurred:

Min (Cap, Max (Floor, (Coupon Percentage 1 x PRDC Performance) - Coupon Percentage 2));

(B) 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).

(i) **FI Digital Floor Coupon**

If the Securities are specified in the applicable Final Terms as being FI Digital Floor Coupon Securities:

(i) if Knock-in Event is specified as applicable in the applicable Final Terms:

(A) if no Knock-in Event has occurred, 0 (zero);

(B) 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

(C) 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.

(ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:

(A) if the FI Digital Floor Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Digital Floor Percentage 1; or

(B) if the FI Digital Floor Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

Digital Floor Percentage 2; or

(iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

(A) if no Knock-in Event has occurred, 0 (zero); or

(B) 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

(C) in all other cases:

Digital Floor Percentage 2.

(j) **FI Digital Cap Coupon**

If the Securities are specified in the applicable Final Terms as being FI Digital Cap Coupon Securities:

(i) if Knock-in Event is specified as applicable in the applicable Final Terms:

(A) if no Knock-in Event has occurred, 0 (zero);

(B) 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

(C) 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

(ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:

(A) if the FI Digital Cap Condition is satisfied in respect of the relevant FI Interest Valuation Date:

Digital Cap Percentage 1; or

(B) if the FI Digital Cap Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

Digital Cap Percentage 2; or

(iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

(A) if no Knock-in Event has occurred, 0 (zero); or

(B) 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

(C) in all other cases:

Digital Cap Percentage 2.

(k) **FI Target Coupon**

If the Securities are specified in the applicable Final Terms as being FI Target Coupon Securities and an Automatic Early Redemption Event has not occurred, the Coupon Rate or Premium Amount Rate, as applicable in respect of the Target Final Interest Period shall be the Final Interest Rate specified in the applicable Final Terms.

3.2 **Definitions for Fixed Income Coupon 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 Basket 1**" means the basket of Subject Currencies specified as such in the applicable Final Terms;

"**FI Basket 2**" means the basket of Subject Currencies 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:

(a) (A) if FI Basket 1 is specified as not applicable in the applicable Final Terms, that the FI DC Barrier Value for Underlying Reference 1 for the relevant FI Interest Valuation Date is or (B) if FI Basket 1 is specified as applicable in the applicable Final Terms, the FX Coupon Performance for FI Basket 1 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

(b) if FI Digital Coupon Condition 2 is specified as applicable in the applicable Final Terms, (A) if FI Basket 2 is specified as not applicable in the applicable Final Terms that the FI DC Barrier Value for Underlying Reference 2 for the relevant FI Interest Valuation Date is or (B) if FI Basket 2 is specified as applicable in the applicable Final Terms, the FX Coupon Performance for FI Basket 2 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 2 and (ii) if a FI Lower Barrier Level 2 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 2;

"**FI Interest Valuation Date**" means each Underlying Interest Determination Date, Interest Determination Date, Pricing Date, Averaging Date, Valuation Date, Interest Valuation Date and/or Settlement Price Date specified as such in the applicable Final Terms or each Range Accrual Day;

"**FI Lower Barrier Level**" means the number, level or percentage specified as such in the applicable Final Terms;

"**FI Lower Barrier Level 2**" means the number, level or percentage specified as such in the applicable Final Terms;

"**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 the number, level or percentage specified as such in the applicable Final Terms;

"**FI Upper Barrier Level 2**" means 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;

"**FX Coupon Performance**" means, in respect of an FI Interest Valuation Date:

(i) in the case of Securities relating to a single Subject Currency, the FX Coupon Performance Value;

(ii) if Weighted Basket is specified as applicable in the applicable Final Terms, the sum of the values calculated for each Subject Currency in the Relevant Basket as (a) the FX Coupon Performance Value for the relevant Subject Currency for such FI Interest Valuation Date (b) multiplied by the relevant FX Weighting;

(iii) if Best Of Weighted Basket is specified as applicable in the applicable Final Terms, the highest FX Coupon Performance Value of any Subject Currency in the Relevant Basket in respect of such FI Interest Valuation Date;

(iv) if Worst Of Weighted Basket is specified as applicable in the applicable Final Terms, the lowest FX Coupon Performance Value of any Subject Currency in the Relevant Basket in respect of such FI Interest Valuation Date;

(v) if Multi Basket is specified as applicable in the Final Terms:

$$\sum_{j=1}^{m} \sum_{i=1}^{n} G_j * (W_i * \text{FX Coupon Performance Value})$$

Where:

"**G**" means, in respect of a basket of Subject Currencies, the percentage specified as such for such basket of Subject Currencies in the applicable Final Terms;

"**W**" means, in respect of a Subject Currency, the FX Weighting for such Subject Currency; or

(vi) if Ranked Basket is specified as applicable in the applicable Final Terms, the sum of the values calculated for each Subject/Base Currency in the Relevant Basket as (a) the FX Coupon Ranked Value for the relevant Subject Currency for such FI Interest Valuation Date multiplied by (b) the relevant FX Weighting;

"**FX Coupon Performance Value**" means, in respect of an FI Interest Valuation Date and a Subject Currency:

(a) if FX Performance Coupon 1 is specified in the applicable Final Terms,

FX Final Interest Settlement Price – FX Initial Interest Settlement Price;

(b) if FX Performance Coupon 2 is specified in the applicable Final Terms,

FX Initial Interest Settlement Price – FX Final Interest Settlement Price;

(c) if FX Performance Coupon 3 is specified in the applicable Final Terms,

$$\frac{(\text{FX Final Interest Settlement Price} - \text{FX Initial Interest Settlement Price})}{\text{FX Final Interest Settlement Price}};$$

(d) if FX Performance Coupon 4 is specified in the applicable Final Terms,

$$\frac{(\text{FX Initial Interest Settlement Price} - \text{FX Final Interest Settlement Price})}{\text{FX Final Interest Settlement Price}};$$

(e) if FX Performance Coupon 5 is specified in the applicable Final Terms,

$$\left(\frac{1}{\text{FX Initial Interest Settlement Price}}\right) - \left(\frac{1}{\text{FX Final Interest Settlement Price}}\right);$$

(f) if FX Performance Coupon 6 is specified in the applicable Final Terms,

$$\left(\frac{1}{\text{FX Final Interest Settlement Price}}\right) - \left(\frac{1}{\text{FX Initial Interest Settlement Price}}\right);$$

(g) if FX Performance Coupon 7 is specified in the applicable Final Terms,

$$\frac{(\text{FX Final Interest Settlement Price} - \text{FX Initial Interest Settlement Price})}{\text{FX Initial Interest Settlement Price}};$$

(h) if FX Performance Coupon 8 is specified in the applicable Final Terms,

$$\frac{(\text{FX Initial Interest Settlement Price} - \text{FX Final Interest Settlement Price})}{\text{FX Initial Interest Settlement Price}};$$

(i) if FX Performance Coupon 9 is specified in the applicable Final Terms,

$$\frac{\text{FX Final Interest Settlement Price}}{\text{FX Initial Interest Settlement Price}};$$

(j) if FX Performance Coupon 10 is specified in the applicable Final Terms,

$$\frac{\text{FX Initial Interest Settlement Price}}{\text{FX Final Interest Settlement Price}}.$$

"**FX Coupon Ranked Value**" means, in respect of an FI Interest Valuation Date, the FX Coupon Performance Value in respect of the Subject/Base Currency with the FX Coupon Ranking in respect of such FI Interest Valuation Date set out in the applicable Final Terms;

"**FX Coupon Ranking**" means, in respect of an FI Interest Valuation Date, the ordinal positioning of each Subject/Base Currency by FX Coupon Performance Value from lowest FX Coupon Performance Value to greatest FX Coupon Performance Value in respect of such FI Interest Valuation Date

"**FX Final Interest Settlement Price**" means, in respect of a Subject/Base Currency, (i) if Averaging is specified as not applicable in the applicable Final Terms, the Settlement Price on the relevant FI Interest Valuation Date, (ii) if Averaging is specified as applicable in the applicable Final Terms, the arithmetic

average of the Settlement Prices for all Averaging Dates in respect of the relevant FI Interest Valuation Date, (iii) if Highest Look Back is specified as applicable in the applicable Final Terms, the highest Settlement Price for such Subject/Base Currency for all Averaging Dates in respect of the relevant FI Interest Valuation Date or (iv) if Lowest Look Back is specified as applicable in the applicable Final Terms, the lowest Settlement Price for such Subject/Base Currency for all Averaging Dates in respect of the relevant FI Interest Valuation Date;

"**FX Initial Interest 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; or

(d) if Highest Look Back Value is specified as applicable in the applicable Final Terms, the highest Settlement Price for such Subject Currency for all the Strike Days in the Strike Period; or

(e) if Lowest Look Back Value is specified as applicable in the applicable Final Terms, the lowest Settlement Price for such Subject Currency for all the Strike Days in the Strike Period.

"**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;

"**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;

"**Multiple Underlying Interest Rate Gearing**" means, in respect of an Underlying Interest $\text{Rate}_{(i)}$ specified in the applicable Final Terms as a Multiple Underlying Component Rate, the number specified as such in the applicable Final Terms;

"**Multiple Underlying Reference Rate**" means, in respect of an Underlying Interest $\text{Rate}_{(i)}$ specified in the applicable Final Terms as a Multiple Underlying Component Rate, the Underlying Reference Rate determined in respect of such Underlying Interest Rate.

"**Range Accrual Coupon Barrier Level Down**" means the number, level or percentage specified as such in the applicable Final Terms;

"**Range Accrual Coupon Barrier Level Down 2**" means the number, level or percentage specified as such in the applicable Final Terms;

"**Range Accrual Coupon Barrier Level Up**" means the number, level or percentage specified as such in the applicable Final Terms;

"**Range Accrual Coupon Barrier Level Up 2**" means the number, level or percentage specified as such in the applicable Final Terms;

"**Range Accrual Coupon Condition**" means:

(a) (A) if FI Basket 1 is specified as not applicable in the applicable Final Terms, that the FI DC Barrier Value for Underlying Reference 1 for the relevant Range Accrual Day is or (B) if FI Basket 1 is specified as applicable in the applicable Final Terms, the FX Coupon Performance for FI Basket 1 for the relevant FI Interest Valuation Date 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

(b) if Range Accrual Coupon Condition 2 is specified as applicable in the applicable Final Terms (A) if FI Basket 2 is specified as not applicable in the applicable Final Terms, that the FI DC Barrier Value for Underlying Reference 2 for the relevant Range Accrual Day is or (B) if FI Basket 2 is specified as applicable in the applicable Final Terms, the FX Coupon Performance for FI Basket 2 for the relevant FI Interest Valuation Date 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 2 and (b) if a Range Accrual Coupon Barrier Level Up 2 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 2;

"**Range Accrual Day**" means a Scheduled Trading Day, Business Day, Underlying Interest Determination Date, Hybrid Business Day 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;

"**Relevant Basket**" means FI Basket 1 or FI Basket 2, as applicable;

"**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 Redemption Date or Maturity Date, as applicable; and

"**YoY Inflation Rate**" means [Inflation $\text{Index}_{(i)}$/Inflation $\text{Index}_{(i-1)}$] – 1.

3.3 **Fixed Income Final Payouts**

The following final payouts which when multiplied by the applicable NA (each a "**Final Payout**") will apply to the Securities if specified in the applicable Final Terms.

(a) **FI FX Vanilla Securities**

If the Securities are specified in the applicable Final Terms as being FI FX Vanilla Securities:

(i) if Knock-in Event is specified as applicable in the applicable Final Terms:

(A) if no Knock-in Event has occurred, FI Constant Percentage 1; or

(B) if a Knock-in Event has occurred:

FI Constant Percentage 1 + (Gearing x Option);

(ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:

FI Constant Percentage 1 + (Gearing x Option);

(iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

(A) if a Knock-in Event has occurred but a Knock-out Event has not occurred:

FI Constant Percentage 1 + (Gearing x Option);

(B) 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 Max (Performance Value, Floor);

(b) **FI Digital Floor Securities**

If the Securities are specified in the applicable Final Terms as being FI Digital Floor Securities:

(i) if Knock-in Event is specified as applicable in the applicable Final Terms:

(A) if no Knock-in Event has occurred, FI Constant Percentage 1;

(B) if a Knock-in Event has occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Floor Percentage 1; or

(C) if a Knock-in Event has occurred and the FI Digital Floor Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Floor Percentage 2.

(ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:

(A) if the FI Digital Floor Condition is satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Floor Percentage 1; or

(B) if the FI Digital Floor Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Floor Percentage 2; or

(iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

(A) if no Knock-in Event has occurred, FI Constant Percentage 1; or

(B) 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 Redemption Valuation Date:

FI Constant Percentage 1 + Digital Floor Percentage 1; or

(C) in all other cases:

FI Constant Percentage 1 + Digital Floor Percentage 2.

(c) **FI Digital Cap Securities**

If the Securities are specified in the applicable Final Terms as being FI Digital Cap Securities:

(i) if Knock-in Event is specified as applicable in the applicable Final Terms:

(A) if no Knock-in Event has occurred, FI Constant Percentage 1;

(B) if a Knock-in Event has occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Cap Percentage 1; or

(C) if a Knock-in Event has occurred and the FI Digital Cap Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Cap Percentage 2; or

(ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:

(A) if the FI Digital Cap Condition is satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Cap Percentage 1; or

(B) if the FI Digital Cap Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Digital Cap Percentage 2; or

(iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

(A) if no Knock-in Event has occurred, FI Constant Percentage 1; or

(B) 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 Redemption Valuation Date:

FI Constant Percentage 1 + Digital Cap Percentage 1; or

(C) in all other cases:

FI Constant Percentage 1 + Digital Cap Percentage 2.

(d) **FI Digital Plus Securities**

If the Securities are specified in the applicable Final Terms as being FI Digital Plus Securities:

(i) if Knock-in Event is specified as applicable in the applicable Final Terms:

(A) if, irrespective of whether a Knock-in Event has or has not occurred, the FI Digital Plus Condition is satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Max (Digital Plus Percentage 1, (Gearing A x FI Digital Value)); or

(B) if no Knock-in Event has occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1; or

(C) if a Knock-in Event has occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Min (Digital Plus Percentage 2, Max ((Gearing B x FI Digital Value), FI Digital Floor Percentage));

(ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:

(A) if the FI Digital Plus Condition is satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Max (Digital Plus Percentage 1, (Gearing A x FI Digital Value)); or

(B) if the FI Digital Plus Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Min (Digital Plus Percentage 2, Max ((Gearing B x FI Digital Value), FI Digital Floor Percentage));

(iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

(A) irrespective of whether a Knock-in Event and/or Knock-out Event has occurred, if the FI Digital Plus Condition is satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Max (Digital Plus Percentage 1, (Gearing A x FI Digital Value)); or

(B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:

FI Constant Percentage 1 + Max (Digital Plus Percentage 2, Max ((Gearing B x FI Digital Value), FI Digital Floor Percentage)); or

(C) in all other cases:

FI Constant Percentage 1.

(e) **FI Inflation Securities**

If the Securities are specified in the applicable Final Terms as being FI Inflation Securities:

Max [100%, Cumulative Inflation Rate]

3.4 **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:

(a) If Target Automatic Early Redemption is specified as applicable in the applicable Final Terms,

NA × (100% + Final Interest Rate);

(b) If FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms,

NA

(c) If FI Coupon Automatic Early Redemption is specified as applicable in the applicable Final Terms,

NA × (100% + (Min (Coupon Cap, Final Coupon Rate) × Final Day Count Fraction)).

3.5 **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:

(a) 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;

(b) 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;

(c) if Capped Only is specified in the applicable Final Terms:

Min (Final Coupon Rate x Final Day Count Fraction, Automatic Early Redemption Percentage or Target Coupon Percentage, as applicable, – Paid Coupon);

(d) If Guaranteed Only is specified in the applicable Final Terms:

Max (Final Coupon Rate x Final Day Count Fraction, Automatic Early Redemption Percentage or Target Coupon Percentage, as applicable, – Paid Coupon).

3.6 **General definitions for Fixed Income Coupon Rates, Final Payouts and Automatic Early Redemption Payouts**

"**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 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;

"**Final Coupon Rate**" means the Rate of Interest 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, in respect of a Subject/Base Currency, (i) if Averaging is specified as not applicable in the applicable Final Terms, the Settlement Price on the relevant FI Valuation Date, (ii) if Averaging is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement

Prices for all Averaging Dates, (iii) if Highest Look Back is specified as applicable in the applicable Final Terms, the highest Settlement Price for such Subject/Base Currency for all Averaging Dates or (iv) if Lowest Look Back is specified as applicable in the applicable Final Terms, the lowest Settlement Price for such Subject/Base Currency for all Averaging Dates;

"**Floor**" means the percentage specified as such in the applicable Final Terms;

"**FX Performance Value**" means, in respect of an FI Valuation Date:

(a) if Performance Value 1 is specified in the applicable Final Terms,

Final Settlement Price - Initial Settlement Price;

(b) if Performance Value 2 is specified in the applicable Final Terms,

Initial Settlement Price - 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,

$$\frac{\text{Initial Settlement Price}}{\text{Final Settlement Price}}.$$

"**FX Ranking**" means, in respect of an FI Valuation Date, the ordinal positioning of each Subject/Base Currency by FX Performance Value from lowest FX Performance Value to greatest FX Performance Value in respect of such FI Valuation Date;

"**FX 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;

"**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;

"**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;

"**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; or

(d) if Highest Look Back Value is specified as applicable in the applicable Final Terms, the highest Settlement Price for such Subject Currency for all the Strike Days in the Strike Period; or

(e) if Lowest Look Back Value is specified as applicable in the applicable Final Terms, the lowest Settlement Price for such Subject Currency for all the Strike Days in the Strike Period.

"**NA**" means, in respect of a W&C Security, the Notional Amount or, in respect of a Note, the Calculation Amount;

"**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 Rate of Interest and (ii) the Day Count Fraction, in each case calculated for each Interest Period preceding the Current Interest Period (in the case of an Automatic Early Redemption Valuation Date) or the Target Final Interest Period (in the case of a Target Determination Date);

"**Performance Value**" means, in respect of an FI Valuation Date:

(i) in the case of Securities relating to a single Subject Currency, the FX Performance Value;

(ii) if Weighted Basket is specified as applicable in the applicable Final Terms, the sum of the values calculated for each Subject Currency in the Basket as (a) the FX Performance Value for the relevant Subject Currency for such FI Valuation Date (b) multiplied by the relevant FX Weighting;

(iii) if Best Of Weighted Basket is specified as applicable in the applicable Final Terms, the highest FX Performance Value of any Subject Currency in the Relevant Basket in respect of such FI Valuation Date;

(iv) if Worst Of Weighted Basket is specified as applicable in the applicable Final Terms, the lowest FX Performance Value of any Subject Currency in the Relevant Basket in respect of such FI Valuation Date;

(v) if Multi Basket is specified as applicable in the Final Terms:

$$\sum_{j=1}^{m} \sum_{i=1}^{n} G_j * (W_i * \text{FX Performance Value})$$

Where:

"**G**" means, in respect of a basket of Subject Currencies, the percentage specified as such for such basket of Subject Currencies in the applicable Final Terms;

"**W**" means, in respect of a Subject Currency, the FX Weighting for such Subject Currency; or

(vi) if Ranked Basket is specified as applicable in the applicable Final Terms, the sum of the values calculated for each Subject/Base Currency in the Relevant Basket as (a) the Ranked Value for the relevant Subject Currency for such FI Valuation Date multiplied by (b) the relevant FX Weighting;

"**Ranked Value**" means, in respect of an FI Valuation Date, the FX Performance Value in respect of the Subject/Base Currency with the FX Ranking in respect of such FI Valuation Date set out in the applicable Final Terms;

"**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 Securities relate. If two or more Underlying Interest Rates are specified in the applicable Final Terms as Multiple Underlying Component Rates each Underlying Interest Rate$_{(i)}$ specified as such (together the "**Multiple Underlying Interest Rate**") will be calculated separately and independently but for the purposes of these Payout Conditions and the Underlying Interest Rate Security Conditions shall be deemed to together constitute an Underlying Reference;

"**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 Valuation Date:

(a) if the relevant Underlying Reference is an Inflation Index, the Relevant Level (as defined in the Inflation Linked Conditions); or

(b) if the relevant Underlying Reference is a rate of interest, the Underlying Reference Rate or, if Multiple Underlying Interest Rate is specified as applicable, the value calculated in accordance with the following formula:

$$\sum_{i=1}^{n} \text{MultipleUnderlying InterestRateGearing}_{(i)} \text{ x MultipleUnderlying ReferenceRate}_{(i)}$$

or

(c) if the relevant Underlying Reference is a Subject Currency, the Settlement Price or FX Coupon Performance Value, as specified in the applicable Final Terms,

in each case in respect of such day.

## 4. 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 Securities, 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.

## 5. CALCULATION AGENT

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 these Payout Conditions will be calculated, determined, formed or exercised by the Calculation Agent.

Any calculation, determination, formation of any opinion or exercise of any discretion by the Calculation Agent pursuant to the Securities shall (in the absence of manifest error) be final and binding on the Issuer, the Guarantor and the Holders. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. In performing its duties pursuant to the Securities, 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 Securities 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 or the Guarantor shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

## ANNEX 2

## ADDITIONAL TERMS AND CONDITIONS FOR INDEX SECURITIES

If specified as applicable in the applicable Final Terms, (a) the terms and conditions applicable to Notes specified in the applicable Final Terms as Index Securities shall comprise the terms and conditions of Notes (the "**Note Conditions**") and the additional Terms and Conditions for Index Securities set out below (the "**Index Security Conditions**") and (b) the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Index Securities shall comprise terms and conditions of W&C Securities (the "**W&C Security Conditions**") and the Index Security Conditions, in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Note Conditions or the W&C Security Conditions, as applicable, and (ii) the Index Security Conditions, the Index Security provisions shall prevail. References in the Index Security Conditions to "Security" or "Securities" shall be deemed to be references to "Note" and "Notes" or "W&C Security" and "W&C Securities" as the context admits.

### 1. Definitions

"**Basket of Indices**" means a basket composed of each Index specified in the applicable Final Terms in the weightings specified in the applicable Final Terms;

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades in the relevant securities;

"**Clearance System Days**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions;

"**Closing Level**" means, in respect of an Index and a Scheduled Trading Day, the official closing level of such Index on such day as determined by the Calculation Agent, subject as provided in Index Security Condition 3 (Adjustments to an Index);

"**Component Security**" means, in respect of a Composite Index, each component security of such Index;

"**Component Security Index**" means any Index specified as such in the applicable Final Terms or, if not so specified, any Index which the Calculation Agent determines to be such an Index;

"**Composite Index**" means any Index which is either a Component Security Index or a Multi-Exchange Index;

"**Disrupted Day**" means:

(a) in respect of any Composite Index, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of such Index, (ii) the Related Exchange fails to open for trading during its regular trading session, or (iii) a Market Disruption Event has occurred; and

(b) in respect of an Index that is not a Composite Index, any Scheduled Trading Day on which (i) the relevant Exchange and/or any Related Exchange fails to open for trading during its regular trading session or (ii) a Market Disruption Event has occurred;

"**Early Closure**" means:

(a) in respect of a Composite Index, the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time

unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day; and

(b) in the case of an Index which is not a Composite Index, the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day;

"**Exchange**" means:

(a) in the case of a Composite Index, in respect of each Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent; and

(b) in the case of any Index which is not a Composite Index, in respect of such Index, each exchange or quotation system specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities comprising such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange);

"**Exchange Business Day**" means either (a) in the case of a single Index, Exchange Business Day (Single Index Basis) or (b) in the case of a Basket of Indices, (i) Exchange Business Day (All Indices Basis) or (ii) Exchange Business Day (Per Index Basis), in each case as specified in the applicable Final Terms, provided that if no such specification is made in the applicable Final Terms, Exchange Business Day (All Indices Basis) shall apply;

"**Exchange Business Day (All Indices Basis)**" means any Scheduled Trading Day on which (a) in respect of any Indices other than Composite Indices, each Exchange and each Related Exchange, if any, are open for trading during their respective regular trading session(s) in respect of such Indices, notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time and (b) in respect of any Composite Indices, (i) the Index Sponsor publishes the level of such Composite Indices and (ii) each Related Exchange, if any, is open for trading during its regular trading session in respect of such Composite Indices, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time;

"**Exchange Business Day (Per Index Basis)**" means, in respect of an Index, any Scheduled Trading Day on which (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, in respect of such Index are open for trading during their regular trading session(s), notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time and (b) in respect of a Composite Index, (i) the relevant Index Sponsor publishes the level of such Composite Index and (ii) the Related Exchange, if any, is open for trading during its regular trading session in respect of such Composite Index, notwithstanding such Related Exchange closing prior to its Scheduled Closing Time;

"**Exchange Business Day (Single Index Basis)**" means any Scheduled Trading Day on which (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, are

open for trading during their regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to its Scheduled Closing Time and (b) in respect of a Composite Index (i) the relevant Index Sponsor publishes the level of such Composite Index and (ii) the relevant Related Exchange, if any, is open for trading during its regular trading session in respect of such Composite Index, notwithstanding such Related Exchange closing prior to its Scheduled Closing Time;

"**Exchange Disruption**" means:

(a) in respect of a Composite Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (i) any Component Security on the Exchange in respect of such Component Security or (ii) in futures or options contracts relating to such Index on the Related Exchange; and

(b) in the case of an Index which is not a Composite Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, on any relevant Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange;

"**Index**" and "**Indices**" mean, subject to adjustment in accordance with this Annex 2, the index or indices specified in the applicable Final Terms and related expressions shall be construed accordingly;

"**Index Correction Period**" means (a) the period specified in the applicable Final Terms, or (b) if none is so specified, one Settlement Cycle;

"**Index Sponsor**" means, in relation to an Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (b) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day, which as of the Issue Date is the index sponsor specified for such Index in the applicable Final Terms;

"**Intraday Level**" means, in respect of an Index and any time on a Scheduled Trading Day, the level of such Index at such time on such day as determined by the Calculation Agent, subject as provided in Index Security Condition 3 (Adjustments to an Index);

"**Multi-Exchange Index**" means any Index specified as such in the applicable Final Terms, or if not so specified, any Index which the Calculation Agent determines to be such an Index;

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

"**Scheduled Trading Day**" means either (a) in the case of a single Index, Scheduled Trading Day (Single Index Basis) or (b) in the case of a Basket of Indices, (i) Scheduled Trading Day (All Indices Basis) or (ii)

Scheduled Trading Day (Per Index Basis), in each case as specified in the applicable Final Terms, provided that if no such specification is made in the applicable Final Terms, Scheduled Trading Day (All Indices Basis) shall apply;

"**Scheduled Trading Day (All Indices Basis)**" means any day on which (a) in respect of any Indices other than Composite Indices, each Exchange and each Related Exchange, if any, are scheduled to be open for trading during their respective regular trading session(s) in respect of such Indices, and (b) in respect of any Composite Indices, (i) the Index Sponsor is scheduled to publish the level of such Composite Indices and (ii) each Related Exchange, if any, is scheduled to be open for trading during its regular trading session in respect of such Composite Indices;

"**Scheduled Trading Day (Per Index Basis)**" means, in respect of an Index, any day on which (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, in respect of such Index are scheduled to be open for trading during their respective regular trading session(s), and (b) in respect of a Composite Index, (i) the relevant Index Sponsor is scheduled to publish the level of such Composite Index and (ii) the relevant Related Exchange, if any, is scheduled to be open for trading during its regular trading session in respect of such Composite Index;

"**Scheduled Trading Day (Single Index Basis)**" means any day on which (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, are scheduled to be open for trading during their respective regular trading session(s), and (b) in respect of a Composite Index (i) the relevant Index Sponsor is scheduled to publish the level of such Composite Index and (ii) the relevant Related Exchange, if any, is scheduled to be open for trading during its regular trading session in respect of such Composite Index;

"**Settlement Cycle**" means, in respect of an Index, the period of Clearance System Days following a trade in the security comprising such Index on the Exchange in which settlement will customarily occur according to the rules of such Exchange;

"**Settlement Price**" means, unless otherwise stated in the applicable Final Terms, in relation to each Security or, in the case of Warrants, if Units are specified in the applicable Final Terms, each Unit, as the case may be, subject to the provisions of this Annex 2 and as referred to in "Strike Date", "Averaging Date", "Observation Date" or "Valuation Date", as the case may be:

(a) in the case of Index Securities relating to a Basket of Indices and in respect of each Index comprising the Basket of Indices, an amount (which shall be deemed to be a monetary value on the same basis as the Exercise Price (in the case of Warrants) or in the Index Currency (in the case of Notes or Certificates)) equal to the official closing level or official opening level, as specified in the applicable Final Terms, for such Index as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of such Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date and, in either case, multiplied by the relevant Weighting; and

(b) in the case of Index Securities relating to a single Index, an amount (which shall be deemed to be a monetary value on the same basis as the Exercise Price (in the case of Warrants) or in the Index Currency (in the case of Notes or Certificates)) equal to the official closing level or official opening level, as specified in the applicable Final Terms, of the Index as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of the Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date;

"**Settlement Price Date**" means the Strike Date, an Observation Date or the Valuation Date, as the case may be, or if the Securities are ETS 2300 Certificates or ETS 2300/1 Warrants, an Exchange Business Day and the Valuation Date; and

"**Trading Disruption**" means:

(a) in respect of a Composite Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to such Index on the Related Exchange; and

(b) in the case of an Index which is not a Composite Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index; or (ii) in futures or options contracts relating to the relevant Index on any relevant Related Exchange.

**2. Market Disruption**

"**Market Disruption Event**" means:

(a) in respect of a Composite Index either:

(i) (A) the occurrence or existence, in respect of any Component Security, of:

(1) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;

(2) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or

(3) an Early Closure in respect of such Component Security; and

(B) in respect of a Multi-Exchange Index only, the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of such Index; or

(ii) the occurrence or existence, in respect of futures or options contracts relating to such Index, of: (A) a Trading Disruption; (B) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one-hour period that ends at the Valuation Time in respect of the Related Exchange; or (C) an Early Closure, in each case in respect of such futures or options contracts.

In the case of a Multi-Exchange Index, for the purposes of determining whether a Market Disruption Event exists in respect of a Component Security at any time, if a Market Disruption Event occurs in respect of such Component Security at that time, then the relevant percentage contribution of that

Component Security to the level of such Index shall be based on a comparison of (x) the portion of the level of such Index attributable to that Component Security to (y) the overall level of such Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data"; and

(b) in the case of Indices other than Composite Indices, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (iii) an Early Closure. For the purposes of determining whether a Market Disruption Event in respect of such Index exists at any time, if a Market Disruption Event occurs in respect of a security included in such Index at any time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (A) the portion of the level of such Index attributable to that security and (B) the overall level of such Index, in each case immediately before the occurrence of such Market Disruption Event.

The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with W&C Security Condition 10 in the case of W&C Securities or Note Condition 16, as applicable, of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been the Strike Date, an Averaging Date, an Observation Date, the Automatic Early Redemption Valuation Date or a Valuation Date, as the case may be.

**3. Adjustments to an Index**

3.1 **Successor Index Sponsor Calculates and Reports an Index**

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

3.2 **Modification and Cessation of Calculation of an Index**

If (a) on or prior to the Strike Date, the last Averaging Date, the last Observation Date or the last Valuation Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation and other routine events) (an "**Index Modification**"), or permanently cancels a relevant Index and no Successor Index exists (an "**Index Cancellation**"), or (b) on the Strike Date, an Averaging Date, an Observation Date or a Valuation Date, the Index Sponsor or (if applicable) the Successor Index Sponsor fails to calculate and announce a relevant Index (an "**Index Disruption**" and, together with an Index Modification and an Index Cancellation, each an "**Index Adjustment Event**"), then, except as may be limited in the case of U.S. Securities:

(a) the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Securities and, if so, shall calculate the relevant value, level or price using, in lieu of a published level for that Index, the level for that Index as at the Valuation Time on that Strike Date, that Valuation Date, that Observation Date or that Averaging Date, as the case may be, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event; or

(b) in the case of Italian Listed Securities or Italian Listed Notes (as applicable), the Calculation Agent may replace the relevant Index with a new similar index, multiplied, if need be by a linking coefficient allowing to ensure continuity in the condition of the underlying of the W&C Securities; or

(c) in the case of Warrants, the Issuer may cancel the Warrants by giving notice to Holders in accordance with W&C Security Condition 10. If the Warrants are so cancelled, the Issuer will pay an amount to each Holder in respect of each Warrant, or if Units are specified in the applicable Final Terms, each Unit being cancelled at an amount equal to the fair market value of a Warrant or a Unit, as the case may be, taking into account the Index Adjustment Event, less, except in the case of Italian Listed Warrants, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10; or

(d) in the case of Notes or Certificates:

(i) unless Delayed Redemption on Occurrence of Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Issuer may redeem the Securities by giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. If the Securities are so redeemed the Issuer will pay an amount to each Holder in respect of each Security being redeemed at an amount equal to the fair market value of such Security taking into account the Index Adjustment Event, less, except in the case of Italian Listed Certificates or Italian Listed Notes, as applicable, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable; or

(ii) if Delayed Redemption on Occurrence of Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Security taking into account the Index Adjustment Event less, except in the case of Italian Listed Certificates or Italian Listed Notes as applicable, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Index Adjustment Amount**") as soon as practicable following the occurrence of the Index Adjustment Event (the "**Calculated Index Adjustment Amount Determination Date**") and on the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) shall redeem each Security at an amount calculated by the Calculation Agent equal to (x) the Calculated Index Adjustment Amount plus interest accrued from and including the Calculated Index Adjustment Amount Determination Date to but excluding the Redemption Date or the Maturity Date, as the case may be, at a rate equal to 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, the Notional Amount (in the case of a Certificate) or at its nominal amount (in the case of a Note).

Notwithstanding the foregoing, in the case of Italian Listed Securities or Italian Listed Notes, the Calculation Agent will adjust any relevant terms of (i) the W&C Securities (in the case of Italian Listed Securities) or (ii) the Notes (in the case of Italian Listed Notes) as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Securities.

3.3 **Notice**

The Calculation Agent shall, as soon as practicable, notify the relevant Security Agent or the Registrar, as the case may be, of any determination made by it pursuant to paragraph 3.2 above and the action proposed to be taken in relation thereto and such Security Agent or the Registrar, as the case may be, shall make available for inspection by Holders copies of any such determinations.

**4. Correction of Index**

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment under the Securities, if the Index published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction is published by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor, (a) in respect of a Composite Index, no later than five Exchange Business Days following the date of the original publication, or (b) in respect of an Index which is not a Composite Index, within the number of days equal to the Index Correction Period of the original publication, the level to be used shall be the level of the Index as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

**5. Custom Index**

Index Security Conditions 6 to 8 apply if "Custom Index" is specified as applicable in the applicable Final Terms. In the event of any inconsistency between the provisions of Index Security Conditions 6 to 8 and the other Index Security Conditions, the provisions of Index Security Conditions 6 to 8 shall prevail.

**6. Adjustments to a Custom Index and Custom Index Disruption**

6.1 **Successor Index Sponsor Calculates and Reports an Index**

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

6.2 **Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption**

If (a) on or prior to the Strike Date, the last Valuation Date, the last Observation Date or the last Averaging Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Custom Index or in any other way materially modifies that Custom Index (other than a modification prescribed in that formula or method to maintain that Custom Index in the event of changes in constituent components and capitalisation, contracts or commodities and other routine events) (a "**Custom Index Modification**"), or permanently cancels a relevant Custom Index and no Successor Custom Index exists (a "**Custom Index Cancellation**"), or (b) on the Strike Date, a Valuation Date, an Observation Date or an Averaging Date, the Index Sponsor or (if applicable) the Successor Custom Index Sponsor fails to calculate and announce a relevant Custom Index or it is not a Custom Index Business Day (a "**Custom Index Disruption Event**" and, together with a Custom Index Modification and a Custom Index Cancellation, each a "**Custom Index Adjustment Event**"), then:

(a) in the case of Custom Index Securities relating to a single Custom Index where Scheduled Custom Index Business Days (Single Index Basis) is specified as applicable in the applicable Final Terms, then:

(i) if the Custom Index Adjustment Event is a Custom Index Disruption Event which occurs or is occurring on the last Valuation Date, last Averaging Date or last Observation Date, then such Valuation Date, Averaging Date or Observation Date, as the case may be, shall be the first succeeding Scheduled Custom Index Business Day on which a Custom Index Disruption Event is not occurring, unless there is a Custom Index Disruption Event on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Valuation Date, Averaging Date or Observation Date, as the case may be, in which case the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Valuation Date, Averaging Date or Observation Date, as the case may be, notwithstanding the Custom Index Disruption Event and the Calculation Agent shall determine the relevant level, value or price by using commercially reasonable efforts to determine the level of the Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the Custom Index last in effect prior to the occurrence of the Custom Index Disruption Event and using its good faith estimate of the value for the components of the Custom Index;

(ii) following a Custom Index Modification or Custom Index Cancellation at any time or a Custom Index Disruption Event (which in the latter case occurs or is occurring on the Strike Date, an Averaging Date (other than the last Averaging Date), an Observation Date (other than the last Observation Date) or a Valuation Date (other than the last Valuation Date), the Calculation Agent shall determine if such Custom Index Adjustment Event has a material effect on the Securities and, if so:

(A) if the Custom Index Adjustment Event is a Custom Index Disruption Event which occurs or is occurring on the Strike Date, an Averaging Date or Observation Date, the Calculation Agent may determine that the Strike Date, relevant Averaging Date or Observation Date, as the case may be, shall be the first succeeding Scheduled Custom Index Business Day (in the case of the Strike Date) or Valid Date (in the case of an Averaging Date or Observation Date, as the case may be) unless there is a Custom Index Disruption Event on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date, Averaging Date or Observation Date, as the case may be, in which case the Calculation Agent may determine that the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Strike Date, Averaging Date or Observation Date, as the case may be (irrespective, in the case of an Averaging Date or Observation Date, of whether that last consecutive Scheduled Custom Index Business Day is already an Averaging Date or Observation Date, as the case may be) and may determine the relevant level, value or price by using commercially reasonable efforts to determine a level of the Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the Custom Index last in effect prior to the occurrence of the Custom Index Disruption Event and using its good faith estimate of the value for the components of the Custom Index; or

(B) the Calculation Agent may use commercially reasonable efforts to select a successor index with a substantially similar strategy as the original Custom Index and, upon selection of such index, the Calculation Agent shall promptly notify the Holders in accordance with W&C Security Condition 10 or Note Condition 16 and such index shall become the Successor Custom Index and shall be deemed to be the "Custom Index" for the purpose of the Securities and the Calculation Agent will make such adjustment, if any, to one or more of the terms of the Securities as the Calculation Agent in its sole and absolute discretion determines appropriate; or

(C) the Calculation Agent may determine in its sole and absolute discretion such other appropriate adjustments, if any, to be made to the terms of the Securities to account for the Custom Index Adjustment Event and determine the effective date of those adjustments; or

(D) in the case of Warrants, the Calculation Agent may require the Issuer to cancel the Warrants in which case it will so notify the Issuer and the Issuer will give notice to Holders in accordance with W&C Security Condition 10. If the Warrants are so cancelled the Issuer will pay an amount to each Holder in respect of each Warrant being cancelled at an amount equal to the fair market value of each Warrant, taking into account the Custom Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10; or

(E) in the case of Notes or Certificates:

I. unless Delayed Redemption on Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Issuer may redeem the Certificates by giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. If the Securities are so redeemed the Issuer will pay an amount to each Holder in respect of each Security being redeemed at an amount equal to the fair market value of such Security taking into account the Custom Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Conditions 10 or Note Condition 16, as applicable; or

II. if Delayed Redemption on Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Security taking into account the Custom Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Custom Index Adjustment Event Amount**") as soon as practicable following the occurrence of the Custom Index Adjustment Event (the "**Calculated Custom Index Adjustment Event Amount Determination Date**") and on the Redemption Date (in the case of Certificates) or the Maturity Date (in the

case of Notes) shall redeem each Security at an amount calculated by the Calculation Agent equal to the Calculated Custom Index Adjustment Event Amount plus interest accrued from and including the Calculated Custom Index Adjustment Event Amount Determination Date to but excluding the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) at a rate equal to the Issuer's funding cost at such time; or

(F) in the case of a Custom Index Modification which occurs on the last Valuation Date, last Averaging Date or last Observation Date only, the Calculation Agent may elect to calculate the level of the Custom Index, using in lieu of the published level for the Custom Index as of the Valuation Date, Averaging Date or Observation Date, as the case may be, the level of the Custom Index as of that date determined by the Calculation Agent in accordance with the formula for and method of calculating the Custom Index last in effect prior to the Custom Index Modification but using only those components that comprised the Custom Index prior to the Custom Index Modification.

(b) in the case of Custom Index Securities relating to a Basket of Custom Indices where Scheduled Custom Index Business Days (All Indices Basis) is specified as applicable in the applicable Final Terms, then:

(i) if the Custom Index Adjustment Event is a Custom Index Disruption Event which occurs or is occurring in respect of any Custom Index (each an "**Affected Custom Index**") on the last Valuation Date, last Averaging Date or last Observation Date, then such Valuation Date, Averaging Date or Observation Date, as the case may be, for all Custom Indices in the Basket of Custom Indices shall be the first succeeding Scheduled Custom Index Business Day on which a Custom Index Disruption Event is not occurring in respect of any of the Custom Indices in the Basket of Custom Indices, unless there is a Custom Index Disruption Event in respect of any one of the Custom Indices in the Basket of Custom Indices on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Valuation Date, Averaging Date or Observation Date, as the case may be, in which case the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Valuation Date, Averaging Date or Observation Date, as the case may be, for all Custom Indices in the Basket of Custom Indices, notwithstanding the Custom Index Disruption Event in respect of an Affected Custom Index and the Calculation Agent shall determine the relevant level, value or price by using (X) in respect of any Custom Index which is not an Affected Custom Index, the method provided for in these Index Security Conditions and (Y) in respect of any Custom Index in the Basket of Custom Indices which is an Affected Custom Index, commercially reasonable efforts to determine the level of the relevant Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the relevant Custom Index last in effect prior to the occurrence of the Custom Index Disruption Event and using its good faith estimate of the value for the components of the Custom Index;

(ii) following a Custom Index Modification or Custom Index Cancellation at any time or a Custom Index Disruption Event (which in the latter case occurs or is occurring on the Strike Date, an Averaging Date (other than the last Averaging Date) or an Observation Date (other than the last Observation Date) or a Valuation Date (other than the last Valuation Date) the Calculation Agent shall determine if such Custom Index Adjustment Event has a material effect on the Securities and, if so:

(A) if the Custom Index Adjustment Event is a Custom Index Disruption Event which occurs or is occurring on the Strike Date, an Averaging Date or Observation Date, the Calculation Agent may determine that the Strike Date, relevant Averaging Date or Observation Date, as the case may be, for all Custom Indices in the Basket of Custom Indices shall be the first succeeding Scheduled Custom Index Business Day (in the case of the Strike Date) or Valid Date (in the case of an Averaging Date or Observation Date, as the case may be) on which a Custom Index Disruption Event is not occurring in respect of any Custom Index (each an "**Affected Custom Index**") comprised in the Basket of Custom Indices unless there is a Custom Index Disruption Event on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date, Averaging Date or Observation Date, as the case may be, in which case the Calculation Agent may determine that the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Strike Date, Averaging Date or Observation Date, as the case may be (irrespective, in the case of an Averaging Date or Observation Date, of whether that last consecutive Scheduled Custom Index Business Day is already an Averaging Date or Observation Date, as the case may be) for all Custom Indices in the Basket of Custom Indices and may determine the relevant level, value or price by using (X) in respect of any Custom Index in the Basket of Custom Indices which is not an Affected Custom Index, the method provided for in these Security Conditions and (Y) in respect of any Custom Index in the Basket of Custom Indices which is an Affected Custom Index, commercially reasonable efforts to determine a level of the relevant Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the relevant Custom Index last in effect prior to the occurrence of the Custom Index Disruption Event and using its good faith estimate of the value for the components of the Custom Index; or

(B) the Calculation Agent may use commercially reasonable efforts to select a successor index with a substantially similar strategy as the original Custom Index and, upon selection of such index, the Calculation Agent shall promptly notify the Holders in accordance with W&C Security Condition 10 or Note Condition 16 and such index shall become the Successor Custom Index and shall be deemed to be a "Custom Index" for the purpose of the Securities and the Calculation Agent will make such adjustment, if any, to one or more of the terms of the Securities as the Calculation Agent in its sole and absolute discretion determines appropriate; or

(C) the Calculation Agent may determine in its sole and absolute discretion such other appropriate adjustments, if any, to be made to the terms of the Securities to account for the Custom Index Adjustment Event and determine the effective date of those adjustments; or

(D) in the case of Warrants, the Calculation Agent may require the Issuer to cancel the Warrants in which case it will so notify the Issuer and the Issuer will give notice to Holders in accordance with W&C Security Condition 10. If the Warrants are so cancelled, the Issuer will pay an amount to each Holder in respect of each Warrant being cancelled at an amount equal to the fair market value of each Warrant, taking into account the Custom Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as

determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10; or

(E) in the case of Notes or Certificates:

I. unless Delayed Redemption on Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Issuer may redeem the Securities by giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. If the Securities are so redeemed the Issuer will pay an amount to each Holder in respect of each Security being redeemed at an amount equal to the fair market value of such Security taking into account the Custom Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable; or

II. if Delayed Redemption on Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Security Agent shall calculate the fair market value of each Certificate taking into account the Custom Index Adjustment Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Custom Index Adjustment Event Amount**") as soon as practicable following the occurrence of the Custom Index Adjustment Event (the "**Calculated Custom Index Adjustment Event Amount Determination Date**") and on the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) shall redeem each Security at an amount calculated by the Calculation Agent equal to the Calculated Custom Index Adjustment Event Amount plus interest accrued from and including the Calculated Custom Index Adjustment Event Amount Determination Date to but excluding the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) at a rate equal to the Issuer's funding cost at such time; or

(F) in the case of a Custom Index Modification which occurs in respect of a Custom Index in the Basket of Custom Indices which occurs on the last Valuation Date, last Averaging Date or last Observation Date only, the Calculation Agent may elect to calculate the level of such Custom Index, using in lieu of the published level for the Custom Index as of the Valuation Date, Averaging Date or Observation Date, as the case may be, the level of the Custom Index as of that date determined by the Calculation Agent in accordance with the formula for and method of calculating the Custom Index last in effect prior to the Custom Index Modification but using only those components that comprised the Custom Index prior to the Custom Index Modification.

(c) in the case of Custom Index Securities relating to a Basket of Custom Indices where Scheduled Custom Index Business Days (Per Index Basis) is specified as applicable in the applicable Final Terms, then:

(i) if the Custom Index Adjustment Event is a Custom Index Disruption Event which occurs or is occurring on the last Valuation Date, last Averaging Date or last Observation Date, then the Valuation Date, Averaging Date or Observation Date, as the case may be, for each Custom Index not affected by the occurrence of the Custom Index Disruption Event shall be the scheduled last Valuation Date, last Averaging Date or last Observation Date, as the case may be, and the Valuation Date, Averaging Date or Observation Date, as the case may be, for each Custom Index in the Basket of Custom Indices affected by the Custom Index Disruption Event (each an "**Affected Custom Index**") shall be the first succeeding Scheduled Custom Index Business Day on which a Custom Index Disruption Event is not occurring in respect of such Affected Custom Index, unless there is a Custom Index Disruption Event on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Valuation Date, Averaging Date or Observation Date, as the case may be, in which case the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Valuation Date, Averaging Date or Observation Date, as the case may be, for the relevant Affected Custom Index and the Calculation Agent shall determine the relevant level, value or price by using commercially reasonable efforts to determine the level of the relevant Affected Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the relevant Affected Custom Index last in effect prior to the occurrence of the Custom Index Disruption Event and using its good faith estimate of the value for the components of the Affected Custom Index;

(ii) following a Custom Index Modification or Custom Index Cancellation at any time or a Custom Index Disruption Event (which in the latter case occurs or is occurring on the Strike Date, an Averaging Date (other than the last Averaging Date) or an Observation Date (other than the last Observation Date) the Calculation Agent shall determine if such Custom Index Adjustment Event has a material effect on the Securities and, if so:

(A) if the Custom Index Adjustment Event is a Custom Index Disruption Event which occurs or is occurring on the Strike Date, an Averaging Date or Observation Date, the Calculation Agent may determine that the Strike Date, relevant Averaging Date or Observation Date, as the case may be, for each Custom Index in the Basket of Custom Indices not affected by the occurrence of the Custom Index Disruption Event shall be the scheduled Strike Date, Averaging Date or Observation Date, as the case may be, and the Strike Date, Averaging Date or Observation Date, as the case may be, for each Custom Index in the Basket of Custom Indices affected by the Custom Index Disruption Event (each an "**Affected Custom Index**") shall be the first succeeding Scheduled Custom Index Business Day (in the case of the Strike Date) or Valid Date (in the case of an Averaging Date or Observation Date, as the case may be) on which a Custom Index Disruption Event is not occurring in respect of such Affected Custom Index unless there is a Custom Index Disruption Event on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date, Averaging Date or Observation Date, as the case may be, in which case the Calculation Agent may determine that the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Strike Date, Averaging Date or Observation Date, as the case may be (irrespective, in the case of an Averaging Date or Observation Date, of whether that last consecutive Scheduled Custom Index Business Day is already an Averaging Date or Observation Date, as

the case may be) for the relevant Affected Custom index and may determine the relevant level, value or price by using commercially reasonable efforts to determine a level of the relevant Affected Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the relevant Affected Custom Index last in effect prior to the occurrence of the Custom Index Disruption Event and using its good faith estimate of the value for the components of the Custom Index; or

(B) the Calculation Agent may use commercially reasonable efforts to select a successor index with a substantially similar strategy as the original Custom Index and, upon selection of such index, the Calculation Agent shall promptly notify the Holders and such index shall become the Successor Custom Index and shall be deemed to be the "Custom Index" for the purpose of the Securities and the Calculation Agent will make such adjustment, if any, to one or more of the terms of the Securities as the Calculation Agent in its sole and absolute discretion determines appropriate; or

(C) the Calculation Agent may determine in its sole and absolute discretion such other appropriate adjustments, if any, to be made to the terms of the Securities to account for the Custom Index Adjustment Event and determine the effective date of those adjustments; or

(D) in the case of Warrants, the Calculation Agent may require the Issuer to cancel the Warrants, in which case it will so notify the Issuer and the Issuer will give notice to Holders in accordance with W&C Security Condition 10. If the Warrants are so cancelled, the Issuer will pay an amount to each Holder in respect of each Warrant being cancelled at an amount equal to the fair market value of a Warrant, taking into account the Custom Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10; or

(E) in the case of Notes or Certificates;

I. unless Delayed Redemption on Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Calculation Agent may require the Issuer to redeem the Securities, which case it will so notify the Issuer and the Issuer will give notice to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. If the Securities are so redeemed, the Issuer will pay an amount to each Holder in respect of each Security being redeemed at an amount equal to the fair market value of such Security taking into account the Custom Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable; or

II. if Delayed Redemption on Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Security taking into account the Custom Index Adjustment Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Custom Index Adjustment Event Amount**") as soon as practicable following the occurrence of the Custom Index Adjustment Event (the "**Calculated Custom Index Adjustment Event Amount Determination Date**") and on the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) shall redeem each Security at an amount calculated by the Calculation Agent equal to the Calculated Custom Index Adjustment Event Amount plus interest accrued from and including the Calculated Custom Index Adjustment Event Amount Determination Date to but excluding the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) at a rate equal to the Issuer's funding cost at such time; or

(F) in the case of a Custom Index Modification which occurs in respect of a Custom Index in the Basket of Custom Indices on the last Valuation Date, last Averaging Date or last Observation Date only, the Calculation Agent may elect to calculate the level of such Custom Index, using in lieu of the published level for the Custom Index as of the Valuation Date, Averaging Date or Observation Date, as the case may be, the level of the Custom Index as of that date determined by the Calculation Agent in accordance with the formula for and method of calculating the Custom Index last in effect prior to the Custom Index Modification but using only those components that comprised the Custom Index prior to the Custom Index Modification.

6.3 **Notice**

The Calculation Agent shall, as soon as practicable, notify the relevant Security Agent or the Registrar, as the case may be, of any determination made by it pursuant to Index Security Condition 6.2 above and the action proposed to be taken in relation thereto and such Security Agent or the Registrar, as the case may be, shall make available for inspection by Holders copies of any such determinations.

**7. Correction of Custom Index**

With the exception of any corrections published after the day which is three Scheduled Custom Index Business Days prior to the due date for any payment under the Securities calculated by reference to the level of a Custom Index, if the level of the Custom Index published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities, is subsequently corrected and the correction published by the relevant Index Sponsor within the number of days equal to the Custom Index Correction Period of the original publication, the level to be used shall be the level of the Custom Index as so corrected. Corrections published after the day which is three Scheduled Custom Index Business Days prior to a due date for payment under the Securities calculated by reference to the level of the Custom Index will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

**8. Definitions relating to Custom Indices**

"**Averaging Date**" means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of

Index Security Condition 6.2 (Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption) shall apply;

"**Banking Day**" means any week day except for 25 December and 1 January in any year;

"**Basket of Custom Indices**" means a basket comprised of two or more Custom Indices;

"**Closing Level**" means, in respect of a Custom Index and a Custom Index Business Day, the level of such Custom Index published by the Index Sponsor in respect of such day as determined by the Calculation Agent, subject as provided in Security Condition 6 (Adjustments to a Custom Index and Custom Index Disruption);

"**Custom Index**" or "**Custom Indices**" mean, subject to adjustment in accordance with this Annex 2, any index or indices specified as such in the applicable Final Terms, or if not so specified, any Index which the Calculation Agent determines to be such an Index;

"**Custom Index Business Day**" means either (a) in the case of a single Index, Custom Index Business Day (Single Index Basis) or (b) in the case of a Basket of Custom Indices, Custom Index Business Day (All Indices Basis) or Custom Index Business Day (Per Index Basis), in each case as specified in the applicable Final Terms, provided that if no such specification is made in the applicable Final Terms, Custom Index Business Day (All Indices Basis) shall apply;

"**Custom Index Business Day (All Indices Basis)**" means any Scheduled Custom Index Business Day in respect of which (a) the level of the Custom Index is calculated and made available and (b) it is a Custom Index Trading Day in respect of all Indices in the Basket of Custom Indices;

"**Custom Index Business Day (Per Index Basis)**" means, in respect of an Index, any Scheduled Custom Index Business Day in respect of which (a) the level of the Custom Index is calculated and made available and (b) it is Custom Index Trading Day;

"**Custom Index Business Day (Single Index Basis)**" means any Scheduled Custom Index Business Day on which (a) the level of the Custom Index is calculated and made available and (b) it is a Custom Index Trading Day;

"**Custom Index Correction Period**" means the period specified in the applicable Final Terms or if none is so specified, ten (10) Scheduled Custom Index Business Days following the date on which the original level was calculated and made available by the Index Sponsor and being the date after which all corrections to the level of the Custom Index shall be disregarded for the purposes of any calculations to be made using the level of the Custom Index;

"**Custom Index Trading Day**" means, in respect of a Custom Index, any day with respect to which the Issuer and/or any of its Affiliates determines in its sole and absolute discretion it is able to acquire, establish, re-establish, substitute, maintain, unwind or dispose of any asset it deems necessary to hedge its obligations in respect of such Custom Index under the Securities;

"**Disrupted Day**" means any Scheduled Custom Index Business Day on which a Custom Index Disruption Event has occurred or is continuing in the sole and absolute discretion of the Calculation Agent;

"**Index Sponsor**" means, in relation to a Custom Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Custom Index and (b) ensures the calculation and publication of the level of such Custom Index on a regular basis (directly or through an agent) in accordance with the rules of the Custom Index, which as of the Issue Date of the Securities is the index sponsor specified for such Custom Index in the applicable Final Terms;

"**Intraday Level**" means, in respect of a Custom Index and any time on a Custom Index Business Day, the level of such Custom Index published by the Index Sponsor in respect of such time or such day as determined by the Calculation Agent, subject as provided in Index Security Condition 6 (Adjustments to a Custom Index and Custom Index Disruption);

"**Observation Date**" means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Index Security Condition 6.2 (Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption) below shall apply;

"**Observation Period**" means the period specified as the Observation Period in the applicable Final Terms;

"**Scheduled Custom Index Business Day**" means either (a) in the case of a single Index, Scheduled Custom Index Business Day (Single Index Basis) or (b) in the case of a Basket of Custom Indices, Scheduled Custom Index Business Day (All Indices Basis) or Scheduled Custom Index Business Day (Per Index Basis), in each case as specified in the applicable Final Terms, provided that if no such specification is made in the applicable Final Terms, Scheduled Custom Index Business Day (All Indices Basis) shall apply;

"**Scheduled Custom Index Business Day (All Indices Basis)**" means any Banking Day (a) in respect of which the level of the Custom Index is scheduled to be calculated and made available and (b) that is a Custom Index Trading Day in respect of all Custom Indices in the Basket of Custom Indices;

"**Scheduled Custom Index Business Day (Per Index Basis)**" means in respect of an Index, any Banking Day (a) on which the level of the Custom Index is scheduled to be calculated and made available and (b) that is a Custom Index Trading Day;

"**Scheduled Custom Index Business Day (Single Index Basis)**" means any Banking Day on which (a) the level of the Custom Index is scheduled to be calculated and made available and (b) that is a Custom Index Trading Day;

"**Settlement Price**" means, unless otherwise stated in the applicable Final Terms, in relation to each Cash Settled Security, subject to the provisions of this Annex and as referred to in "Valuation Date" or "Averaging Date" or "Observation Date", as the case may be:

(a) in the case of Index Securities relating to a Basket of Custom Indices and in respect of each Index comprising the Basket of Custom Indices, an amount (which shall be deemed to be a monetary value in the Index Currency) equal to the level for each such Custom Index as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of each such Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on (a) if Averaging is not specified in the applicable Final Terms, any of the "Strike Date", "Knock-in Determination Day", "Knock-out Determination Day", "Observation Date" or the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date and, in either case, multiplied by the relevant Weighting; and

(b) in the case of Index Securities relating to a single Index, an amount equal to the level of the Custom Index as published by the Index Sponsor as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of the Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on (a) if Averaging is not specified in the applicable Final Terms, any of the "Strike Date", "Knock-in Determination Day", "Knock-out Determination Day", "Observation Date" or the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date;

"**Specified Maximum Days of Disruption**" means the number of days specified in the applicable Final Terms, or if not so specified, 20 Scheduled Custom Index Business Days;

"**Strike Date**" means the date(s) specified as such in the applicable Final Terms or, if any such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Index Security Condition 6.2 (Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption) above shall apply;

"**Strike Price**" means, subject as referred to in "Strike Date" above:

(a) in the case of Index Securities relating to a single Index, an amount equal to the level of the Index as published by the Index Sponsor as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of the Custom Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on the Strike Date; and

(b) in the case of Index Securities relating to a Basket of Custom Indices and in respect of each Custom Index comprising the Basket of Custom Indices, an amount equal to the level of each such Custom Index published by the relevant Index Sponsor, in each case as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of such Custom Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on the Strike Date multiplied by the relevant Weighting.

"**Valid Date**" means a Scheduled Custom Index Business Day that is not a Disrupted Day and on which another Averaging Date or another Observation Date does not occur;

"**Valuation Date**" means, the date (in the case of Warrants), or the Interest Valuation Date and/or Automatic Early Redemption Valuation Date and/or Redemption Valuation Date (in the case of Notes and Certificates), as the case may be, specified in the applicable Final Terms or, if such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Index Security Condition 6.2 (Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption) shall apply;

"**Valuation Time**" means, unless otherwise specified in the applicable Final Terms, the time by reference to which the Index Sponsor determines the level of the Index in its sole and absolute discretion.

**9. Futures Price Valuation**

9.1 If "Futures Price Valuation" is specified as applicable in relation to an Index in the applicable Final Terms, in respect of such Index, the following provisions shall apply to these Index Security Conditions:

"**First Traded Price**" means, in relation to each Cash Settled Security or, in the case of Warrants, if Units are specified in the applicable Final Terms, each Unit, as the case may be, subject to the provisions of this Annex 2:

(a) in the case of Index Securities relating to a Basket of Indices and in respect of each Index comprising the Basket of Indices, an amount (which shall be deemed to be a monetary value in the same currency as the Exercise Price (in the case of Warrants) or the Index Currency (in the case of Notes and Certificates)) equal to the Actual First Traded Price of the relevant Current Exchange-traded Contract in respect of such Index as determined by the Calculation Agent on the relevant Settlement Price Date, multiplied by the relevant Weighting; and

(b) in the case of Index Securities relating to a single Index, an amount (which shall be deemed to be a monetary value in the same currency as the Exercise Price (in the case of Warrants) or the Index Currency (in the case of Notes and Certificates)) equal to the Actual First Traded Price of the relevant Current Exchange-traded Contract in respect of the Index as determined by the Calculation Agent on the relevant Settlement Price Date.

"**Settlement Price**" means, in relation to each Cash Settled Security or, in the case of Warrants, if Units are specified in the applicable Final Terms, each Unit, as the case may be, subject to the provisions of this Annex 2:

(a) in the case of Index Securities relating to a Basket of Indices and in respect of each Index comprising the Basket of Indices, an amount (which shall be deemed to be a monetary value in the same currency as the Exercise Price (in the case of Warrants) or the Index Currency (in the case of Notes and Certificates)) equal to the Official Settlement Price of the relevant Current Exchange-traded Contract in respect of such Index as determined by the Calculation Agent on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date and, in either case, multiplied by the relevant Weighting; and

(b) in the case of Index Securities relating to a single Index, an amount (which shall be deemed to be a monetary value in the same currency as the Exercise Price (in the case of Warrants) or the Index Currency (in the case of Notes and Certificates)) equal to the Official Settlement Price of the relevant Current Exchange-traded Contract in respect of the Index as determined by the Calculation Agent on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date.

For the purposes of determining whether a day is a Scheduled Trading Day where Futures Price Valuation applies in relation to any Index or (in the case of a Basket of Indices) any constituent Index any reference to such Index or constituent Index in the definition of Scheduled Trading Day will be deemed not to apply and instead a Scheduled Trading Day must be a day on which the Official Settlement Price or, if First Traded Price Applicable is specified in the applicable Final Terms, the Actual First Traded Price, as applicable, is scheduled to be published by the relevant Futures or Options Exchange in relation to each such Index to which Futures Price Valuation applies.

Where Futures Price Valuation applies in relation to any Index or (in the case of a Basket of Indices) any constituent Index, an Exchange Business Day must be a day on which the relevant Futures or Options Exchange in relation to each such Index is open for trading during their regular trading session(s), notwithstanding any such Futures or Options Exchange closing prior to its scheduled weekday closing time on such Exchange Business Day, without regard to after hours or any other trading outside of the regular trading session hours.

The Disrupted Day provisions in the Note Conditions, the W&C Security Conditions and/or these Index Security Conditions will not apply in relation to any Index or (in the case of a Basket of Indices, any Index comprising the Basket of Indices) in respect of which Futures Price Valuation applies, unless (other than in the case of ETS 2300 Certificates and ETS 2300/1 Warrants) there is a Non-Commencement or Discontinuance of the Exchange-traded Contract, in which case the Disrupted Day provisions will apply to the relevant Index or constituent Index.

For these purposes:

"**Actual First Traded Price**" means the price at which the relevant Exchange-traded Contract is first traded on the relevant Futures or Options Exchange or its clearing house after 5:29:59 p.m. (Central European Time) as

appearing first on the list of prices for such time published on the Relevant Futures or Options Exchange Website (as specified in the applicable Final Terms) or the Relevant FTP Screen Page (as specified in the applicable Final Terms), as applicable, or, if such Relevant Futures or Options Exchange Website or Relevant FTP Screen Page is not available, such replacement website or page as the Calculation Agent shall select or, subject to Index Security Condition 9.4 (*Non-Commencement or Discontinuance of an Exchange-traded Contract*), if the Relevant Futures or Options Exchange Website or Relevant FTP Screen Page is not available and the Calculation Agent determines that no replacement website or page exists or no such price is published after such time, the price determined by the Calculation Agent in good faith and in a commercially reasonable manner by reference to such sources as it considers appropriate.

"**Current Exchange-traded Contract**" means (a) if the Securities are not Rolling Futures Contract Securities, the Exchange-traded Contract and (b) if the Securities are Rolling Futures Contract Securities, the futures contract determined pursuant to Index Security Condition 9.2 (Rolling Futures Contract Securities) below.

"**Exchange-traded Contract**" means, in relation to an Index, the futures or options contract(s) specified as such for the Index in the applicable Final Terms, in each case, identified by reference to (a) the Index to which it relates, (b) the Futures or Options Exchange on which each such contract is traded and (c)(i) if the Securities are not Rolling Futures Contract Securities, the delivery or expiry month of such contract or (ii) if the Securities are Rolling Futures Contract Securities, the specified period of each such contract and the Futures Rollover Date.

"**Futures or Options Exchange**" means, in respect of an Index, the relevant exchange specified in the description of the Exchange-traded Contract for such Index in the applicable Final Terms.

"**Futures Rollover Date**" means either:

(a) the date specified as such in the applicable Final Terms; or

(b) the date selected by the Calculation Agent in its sole and absolute discretion within the period ("**Futures Rollover Period**") specified in the applicable Final Terms.

"**Non-Commencement or Discontinuance of the Exchange-traded Contract**" means there is no Official Settlement Price or, if First Traded Price Applicable is specified in the applicable Final Terms, the Actual First Traded Price, as applicable, as a result of the fact that trading in the Exchange-traded Contract never commences or is permanently discontinued at any time on or prior to Valuation Date, Observation Date, Averaging Date or other date for valuation or observation or other relevant date, as the case may be, of the relevant Index.

"**Official Settlement Price**" means the official settlement price (howsoever described under the rules of the relevant Futures or Options Exchange or its clearing house) of the relevant Exchange-traded Contract published by the relevant Futures or Options Exchange or its clearing house and as determined by the Calculation Agent.

9.2 **Rolling Futures Contract Securities**

If the applicable Final Terms specify that the Securities are "Rolling Futures Contract Securities", the Securities will be valued by reference to futures contracts relating to the Index that have delivery or expiry months that do not correspond with the term of the Securities. In such case, on or prior to the Issue Date, the Calculation Agent will select an Exchange-traded Contract and for each following day until the Futures Rollover Date such futures contract will be the Current Exchange-traded Contract. On each Futures Rollover Date the Calculation Agent will select another Exchange-traded Contract and such contract shall be the Current Exchange-traded Contract until the next occurring Futures Rollover Date. Notwithstanding the

provisions of 9.3 (Adjustments to an Exchange-traded Contract) or 9.4 (Non-Commencement or Discontinuance of an Exchange-traded Contract) if on a Futures Rollover Date a Non-Commencement or Discontinuance of an Exchange-traded Contract occurs and it is impossible or materially impracticable for the Calculation Agent to select an Exchange-traded Contract and/or at such time hedge the Issuer's obligations in respect of the Securities then:

(a) in the case of Warrants, the Issuer may cancel the Warrants by giving notice to Holders in accordance with W&C Security Condition 10. If the Warrants are so cancelled, the Issuer will pay an amount to each Holder in respect of each Warrant, or if Units are specified in the applicable Final Terms, each Unit being cancelled at an amount equal to the fair market value of a Warrant or a Unit, as the case may be, taking into account the Non-Commencement or Discontinuance of the Exchange-traded Contract, less, except in the case of Italian Listed Warrants, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10; or

(b) in the case of Notes or Certificates:

(i) unless Delayed Redemption on Occurrence of Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Issuer may redeem the Securities by giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. If the Securities are so redeemed the Issuer will pay an amount to each Holder in respect of each Security being redeemed at an amount equal to the fair market value of such Security taking into account the Non-Commencement or Discontinuance of the Exchange-traded Contract, less, except in the case of Italian Listed Certificates or Italian Listed Notes as applicable, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable; or

(ii) if Delayed Redemption on Occurrence of Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Security taking into account the Non-Commencement or Discontinuance of the Exchange-traded Contract less, except in the case of Italian Listed Certificates or Italian Listed Notes as applicable, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Contract Adjustment Amount**") as soon as practicable following the occurrence of the Non-Commencement or Discontinuance of the Exchange-traded Contract (the "**Calculated Contract Adjustment Amount Determination Date**") and on the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) shall redeem each Security at an amount calculated by the Calculation Agent equal to (x) the Calculated Contract Adjustment Amount plus interest accrued from and including the Calculated Contract Adjustment Amount Determination Date to but excluding the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) at a rate equal to 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, the Notional Amount (in the case of Certificates) or at its nominal amount (in the case of Notes).

9.3 **Adjustments to an Exchange-traded Contract**

Without duplication of Index Security Condition 3 (Adjustments to an Index) or Index Security Condition 4 (Correction of Index) (which shall govern in the event of a conflict), in the event that the terms of an Exchange-traded Contract are changed or modified by the Futures or Options Exchange, the Calculation Agent shall make the appropriate adjustment, if any, to any of the Conditions and/or the applicable Final Terms to account for such change or modification.

9.4 **Non-Commencement or Discontinuance of an Exchange-traded Contract**

Where there is a Non-Commencement or Discontinuance of an Exchange-traded Contract the Official Settlement Price or Actual First Traded Price, as applicable, for any Valuation Date, Observation Date, Averaging Date or any other relevant date for valuation or observation, as the case may be, of the relevant Index shall be deemed to be the level of the relevant Index at the close of the regular trading session on the relevant Exchange or, in the case of a Composite Index, the time at which the official closing level of the Index is calculated and published by the Index Sponsor, in each case on the Valuation Date, Observation Date, Averaging Date or other relevant date.

Notwithstanding the foregoing, if in respect of ETS 2300 Certificates or ETS 2300/1 Warrants, if on any Exchange Business Day a Non-Commencement or Discontinuance of the Exchange-traded Contract occurs, then:

(i) unless Delayed Redemption on Occurrence of Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Issuer may redeem the Securities by giving notice to Holders in accordance with W&C Security Condition 10. If the Securities are so redeemed the Issuer will pay an amount to each Holder in respect of each Security being redeemed at an amount equal to the fair market value of such Security taking into account the Non-Commencement or Discontinuance of the Exchange-traded Contract, less, except in the case of Italian Listed Certificates, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10; or

(ii) if Delayed Redemption on Occurrence of Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Security taking into account the Non-Commencement or Discontinuance of the Exchange-traded Contract less, except in the case of Italian Listed Certificates, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Contract Adjustment Amount**") as soon as practicable following the occurrence of the Non-Commencement or Discontinuance of the Exchange-traded Contract (the "**Calculated Contract Adjustment Amount Determination Date**") and on the Redemption Date shall redeem each Security at an amount calculated by the Calculation Agent equal to (x) the Calculated Contract Adjustment Amount plus interest accrued from and including the Calculated Contract Adjustment Amount Determination Date to but excluding the Redemption Date at a rate equal to 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, the Notional Amount.

9.5 **Correction of the Official Settlement Price or Actual First Traded Price**

With the exception of any corrections published after the day which is three Business Days prior to the due date for any payment under the Securities, if the Official Settlement Price or Actual First Traded Price published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction is published by the relevant Futures or Options

Exchange, (a) in respect of a Composite Index, no later than five Business Days following the date of the original publication, or (b) in respect of an Index which is not a Composite Index, within the number of days equal to the Index Correction Period of the original publication, the Official Settlement Price or Actual First Traded Price, as applicable, to be used shall be the Official Settlement Price or Actual First Traded Price, as applicable, as so corrected. Corrections published after the day which is three Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

## ANNEX 3

## ADDITIONAL TERMS AND CONDITIONS FOR SHARE SECURITIES

If specified as applicable in the applicable Final Terms, (a) the terms and conditions applicable to Notes specified in the applicable Final Terms as Share Securities shall comprise the terms and conditions of Notes (the "**Note Conditions**") and the additional Terms and Conditions for Share Securities set out below (the "**Share Security Conditions**") and (b) the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Share Securities shall comprise the terms and conditions of W&C Securities (the "**W&C Security Conditions**") and the Share Security Conditions, in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Note Conditions or the W&C Security Conditions, as applicable, and (ii) the Share Security Conditions, the Share Security Conditions shall prevail. References in the Share Security Conditions to "Security" or "Securities" shall be deemed to be references to "Note" and "Notes" or "W&C Security" or "W&C Securities" as the context admits.

### 1. Definitions

"**Basket Company**" means each company specified as such in the applicable Final Terms and "**Basket Companies**" means all such companies;

"**Basket of Shares**" means (a) a basket composed of Shares of each Basket Company specified in the applicable Final Terms in the weightings or numbers of Shares of each Basket Company specified in the applicable Final Terms or (b) a Relative Performance Basket;

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades in the relevant Share;

"**Clearance System Days**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions;

"**Closing Price**" means, in respect of a Share and a Scheduled Trading Day, the official closing price of such Share on such day as determined by the Calculation Agent, subject as provided in Share Security Condition 3 (Potential Adjustment Events) and Share Security Condition 4 (Extraordinary Events) (as amended where "GDR/ADR" is specified as applicable);

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

"**Early Closure**" means the closure on any Exchange Business Day of the relevant Exchange(s) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day and (b) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day;

"**Exchange**" means, in respect of a Share, each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange);

"**Exchange Business Day**" means either (a) in the case of a single Share, Exchange Business Day (Single Share Basis) or (b) in the case of a Basket of Shares, (i) Exchange Business Day (All Shares Basis) or (ii) Exchange Business Day (Per Share Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per Share Basis) shall apply;

"**Exchange Business Day (All Shares Basis)**" means, in respect of a Basket of Shares, any Scheduled Trading Day on which each Exchange and each Related Exchange, if any, are open for trading in respect of all Shares comprised in the Basket of Shares during their respective regular trading session(s) notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time;

"**Exchange Business Day (Per Share Basis)**" means, in respect of a Share, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, in respect of such Share are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time;

"**Exchange Business Day (Single Share Basis)**" means any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time;

"**Exchange Disruption**" means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (a) to effect transactions in, or obtain market values for, the Share(s) on the Exchange or (b) to effect transactions in, or obtain market values for, futures or options contracts on or relating to the Share(s) on any relevant Related Exchange;

"**Extraordinary Event Effective Date**" means, in respect of an Extraordinary Event, the date on which such Extraordinary Event occurs, as determined by the Calculation Agent in its sole and absolute discretion;

"**Intraday Price**" means, in respect of a Share and any time on a Scheduled Trading Day, the published or quoted price of such Share at such time on such day as determined by the Calculation Agent, subject as provided in Share Security Condition 3 (Potential Adjustment Events) and Share Security Condition 4 (Extraordinary Events) (as amended where "GDR/ADR" is specified as applicable);

"**Italian Securities Reference Price**" means the *Prezzo di Riferimento*, which means, in relation to a Share and a Scheduled Trading Day, the price for such Share published by the Italian Stock Exchange at the close of trading for such day and having the meaning ascribed thereto in the Rules of the Market organised and managed by the Italian Stock Exchange, as such Rules may be amended by the Borsa Italiana S.p.a from time to time;

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

"**Relative Performance Basket**" means a basket composed of Shares of each Basket Company specified in the applicable Final Terms where no weighting shall be applicable and where the Cash Settlement Amount shall

be determined by reference to the Share which is either (a) the best performing, or (b) the worst performing, in each case as specified in the applicable Final Terms;

"**Scheduled Trading Day**" means either (a) in the case of a single Share, Scheduled Trading Day (Single Share Basis) or (b) in the case of a Basket of Shares, (i) Scheduled Trading Day (All Shares Basis) or (ii) Scheduled Trading Day (Per Share Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Scheduled Trading Day (Per Share Basis) shall apply;

"**Scheduled Trading Day (All Shares Basis)**" means, in respect of a Basket of Shares, any day on which each Exchange and each Related Exchange are scheduled to be open for trading in respect of all Shares comprised in the Basket of Shares during their respective regular trading session(s);

"**Scheduled Trading Day (Per Share Basis)**" means, in respect of a Share, any day on which the relevant Exchange and the relevant Related Exchange in respect of such Share are scheduled to be open for trading during their respective regular trading session(s);

"**Scheduled Trading Day (Single Share Basis)**" means any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading during their respective regular trading session(s);

"**Settlement Cycle**" means in respect of a Share, the period of Clearance System Days following a trade in the Share on the Exchange in which settlement will customarily occur according to the rules of such Exchange;

"**Settlement Price**" means, in relation to each Cash Settled Security, or, in the case of Warrants, if Units are specified in the applicable Final Terms, each Unit, as the case may be, subject to the provisions of this Annex 3 and as referred to in "Strike Date", "Averaging Date", "Observation Date" or "Valuation Date", as the case may be:

(a) in the case of Share Securities relating to a Basket of Shares and in respect of each Share comprising the Basket of Shares, an amount equal to the official closing price or the Italian Securities Reference Price, as specified in the applicable Final Terms, (or the price at the Valuation Time on the relevant Settlement Price Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such Share on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date, or, other than in the case of ETS 2300 Certificates and ETS 2300/1 Warrants, if in the opinion of the Calculation Agent, any such official closing price or Italian Securities Reference Price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the relevant Settlement Price Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for such Share whose official closing price or Italian Securities Reference Price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be determined based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of such Share or on such other factors as the Calculation Agent shall decide), multiplied by the relevant Weighting, such value to be converted, if

so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate, all as determined by or on behalf of the Calculation Agent; and

(b) in the case of Share Securities relating to a single Share, an amount equal to the official closing price or the Italian Securities Reference Price, as specified in the applicable Final Terms, (or the price at the Valuation Time on the relevant Settlement Price Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such Share on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date, or, other than in the case of ETS 2300 Certificates and ETS 2300/1 Warrants, if, in the opinion of the Calculation Agent, any such official closing price or Italian Securities Reference Price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the relevant Settlement Price Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for the Share based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Share or on such other factors as the Calculation Agent shall decide), such amount to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate and such converted amount to be the Settlement Price, all as determined by or on behalf of the Calculation Agent;

"**Settlement Price Date**" means the Strike Date, an Observation Date or the Valuation Date, as the case may be, or if the Securities are ETS 2300 Certificates or ETS 2300/1 Warrants, an Exchange Business Day and the Valuation Date;

"**Shares**" and "**Share**" mean, subject to adjustment in accordance with this Annex 3, in the case of an issue of Securities relating to a Basket of Shares, each share and, in the case of an issue of Securities relating to a single Share, the share, specified in the applicable Final Terms and related expressions shall be construed accordingly;

"**Share Company**" means, in the case of an issue of Securities relating to a single Share, the company that has issued such Share;

"**Share Correction Period**" means (a) the period specified in the applicable Final Terms, or (b) if none is so specified, one Settlement Cycle; and

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

## 2. Market Disruption

"**Market Disruption Event**" means, in relation to Securities relating to a single Share or a Basket of Shares, in respect of a Share, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (c) an Early Closure.

The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been the Strike Date, an Averaging Date, an Observation Date, the Automatic Early Redemption Valuation Date or a Valuation Date as the case may be.

**3. Potential Adjustment Events**

"**Potential Adjustment Event**" means any of the following:

(a) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event) or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;

(b) a distribution, issue or dividend to existing holders of the relevant Shares of (i) such Shares or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Basket Company or Share Company, as the case may be, equally or proportionately with such payments to holders of such Shares or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Basket Company or Share Company, as the case may be, as a result of a spin-off or other similar transaction or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;

(c) an extraordinary dividend as determined by the Calculation Agent;

(d) a call by a Basket Company or Share Company, as the case may be, in respect of relevant Shares that are not fully paid;

(e) a repurchase by the Basket Company or its subsidiaries or Share Company or its subsidiaries, as the case may be, of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;

(f) in respect of a Basket Company or Share Company, as the case may be, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Basket Company or Share Company, as the case may be, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, certificates, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or

(g) any other event that may have, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant Shares.

"**Potential Adjustment Event Effective Date**" means, in respect of a Potential Adjustment Event, the date on which such Potential Adjustment Event is announced by the relevant Basket Company or Share Company, as the case may be, as determined by the Calculation Agent in its sole and absolute discretion.

Except as may be limited in the case of U.S. Securities, following the declaration by the Basket Company or Share Company, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will (a) make the corresponding adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Securities are Physical Delivery Securities) and/or the Exercise Price (in the case of Warrants) and/or the Weighting and/or

any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share) and (b) determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Shares traded on that options exchange.

Notwithstanding the foregoing, in the case of Italian Listed Securities or Italian Listed Notes the Calculation Agent will adjust any relevant terms of (i) the W&C Securities (in the case of Italian Listed Securities) or (ii) the Notes (in the case of Italian Listed Notes) as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Securities.

Upon the making of any such adjustment by the Calculation Agent, the Calculation Agent shall give notice as soon as practicable to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, stating the adjustment to any Relevant Asset and/or the Entitlement (where the Securities are Physical Delivery Securities) and/or the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms and giving brief details of the Potential Adjustment Event and the Potential Adjustment Event Effective Date.

**4. Extraordinary Events**

4.1 The occurrence of any of De-Listing, Insolvency, Merger Event, Nationalisation, Tender Offer (unless Tender Offer is specified as not applicable in the applicable Final Terms), or, if specified as applicable in the applicable Final Terms, Illiquidity, Listing Change or Listing Suspension, as the case may be, shall be deemed to be an "**Extraordinary Event**", the consequences of which are set forth in Share Security Condition 4.2:

"**De-Listing**" means, in respect of any relevant Shares, the Exchange announces that pursuant to the rules of such Exchange, such Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on (a) where the Exchange is located in the United States, any of the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market System (or their respective successors) or (b) a comparable exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union).

"**Illiquidity**" means, in respect of Share Securities relating to a Basket of Shares, that, in the determination of the Calculation Agent, during any period of five consecutive Scheduled Trading Days falling after the Issue Date (the "**Relevant Period**"), (a) the difference between the bid prices and the ask prices in respect of a Share during the Relevant Period is greater than 1 per cent. (on average), and/or (b) the average purchase price or the average selling price, determined by the Calculation Agent from the order book of the relevant Share on the relevant Exchange during the Relevant Period, in relation to the purchase or sale of Shares with a value equal to or greater than EUR 10,000.00, is greater than MID plus 1 per cent. (in relation to a purchase of Shares) or lower than the MID minus 1 per cent. (in relation to a sale of Shares). For these purposes, "**MID**" means an amount equal to (i) the sum of the bid price and the ask price, in each case for the relevant Share at the relevant time, (ii) divided by two.

"**Insolvency**" means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Basket Company or Share Company, as the case may be, (a) all the Shares of that Basket Company or Share Company, as the case may be, are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the Shares of that Basket Company or Share Company, as the case may be, become legally prohibited from transferring them.

"**Listing Change**" means, in respect of any relevant Shares, that such Shares cease (or will cease) to be listed, traded or publicly quoted on the listing compartment or the relevant market of the Exchange on which such Shares were listed, traded or publicly quoted on the Issue Date of the relevant Securities, for any reason (other than a Merger Event or Tender Event).

"**Listing Suspension**" means, in respect of any relevant Shares, that the listing of such Shares on the Exchange has been suspended.

"**Merger Event**" means, in respect of any relevant Shares, any:

(a) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person,

(b) consolidation, amalgamation, merger or binding share exchange of a Basket Company or Share Company, as the case may be, with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Basket Company or Share Company, as the case may be, is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding),

(c) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Basket Company or Share Company, as the case may be, that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or

(d) consolidation, amalgamation, merger or binding share exchange of the Basket Company or its subsidiaries or the Share Company or its subsidiaries, as the case may be, with or into another entity in which the Basket Company or Share Company, as the case may be, is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event,

in each case if the relevant Extraordinary Event Effective Date is on or before (i) in the case of Cash Settled Securities, the last occurring Valuation Date or where Averaging is specified in the applicable Final Terms, the final Averaging Date in respect of the relevant Security or (ii) in the case of Physical Delivery Securities, the relevant Settlement Date (in the case of Warrants), Redemption Date (in the case of Certificates) or Maturity Date (in the case of Notes).

"**Nationalisation**" means that all the Shares or all or substantially all the assets of the Basket Company or Share Company, as the case may be, are nationalised, expropriated or are otherwise transferred to any governmental agency, authority, entity or instrumentality thereof.

"**Tender Offer**" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 50 per cent. and less than 100 per cent. of the outstanding voting shares of the Basket Company or Share Company, as the case may be, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

4.2 Consequences of the occurrence of an Extraordinary Event:

If an Extraordinary Event occurs in relation to a Share, the Issuer in its sole and absolute discretion may take the action described in (a), (b), (c) (in the case of Warrants), (d) (in the case of Notes or Certificates) or (e) (in each case, if applicable) or, in the case of Securities relating to a Basket of Shares (f) below (except as may be limited in the case of U.S. Securities):

(a) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for the relevant Extraordinary Event and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Securities. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the relevant Extraordinary Event made by any options exchange to options on the Shares traded on that options exchange. In addition, in relation to a Basket of Shares, the Calculation Agent may adjust the Basket of Shares in accordance with the provisions of subparagraph (f) below;

(b) in the case of Share Securities relating to a Basket of Shares, cancel (in the case of Warrants) or redeem (in the case of Notes and Certificates) in part by giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. If the Securities are so cancelled or redeemed, as the case may be, in part the portion (the "**Settled Amount**") of each Security, or, in the case of Warrants, if Units are specified in the applicable Final Terms, each Unit, as the case may be, representing the affected Share(s) shall be cancelled or redeemed, as the case may be, and the Issuer will:

(i) pay to each Holder in respect of each Security or Unit, as the case may be, held by him an amount equal to the fair market value of the Settled Amount taking into account the relevant Extraordinary Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion; and

(ii) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for such cancellation or redemption, as the case may be, in part.

For the avoidance of doubt the remaining part of each Security or Unit, as the case may be, after such cancellation or redemption, as the case may be, and adjustment shall remain outstanding with full force and effect. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable;

(c) in the case of Warrants, on giving notice to Holders in accordance with W&C Security Condition 10, cancel all but not some only of the Warrants, or if Units are specified in the applicable Final Terms, Units, as the case may be, by payment of an amount equal to the fair market value of a Warrant or Unit, as the case may be, taking into account the relevant Extraordinary Event, less, except in the case of Italian Listed Warrants, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, plus if already paid, the Exercise Price, all as determined by the

Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10;

(d) in the case of Notes or Certificates;

(i) unless Delayed Redemption on Occurrence of an Extraordinary Event is specified as being applicable in the applicable Final Terms, on giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable redeem all but not some only of the Securities at the amount equal to the fair market value of such Security taking into account the relevant Extraordinary Event, less, except in the case of Italian Listed Certificates or Italian Listed Notes, as applicable, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable; or

(ii) if Delayed Redemption on Occurrence of an Extraordinary Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of such Security, taking into account the relevant Extraordinary Event, less, except in the case of Italian Listed Certificates or Italian Listed Notes, as applicable, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Extraordinary Event Amount**") as soon as practicable following the occurrence of the relevant Extraordinary Event (the "**Calculated Extraordinary Event Amount Determination Date**") and on the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) shall redeem each Security at an amount calculated by the Calculation Agent equal to (x) the Calculated Extraordinary Event Amount plus interest accrued from and including the Calculated Extraordinary Event Amount Determination Date to but excluding the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) at a rate equal to Issuer's funding cost at such time or (y) if Principal Protected Termination Amount is specified as applicable in the applicable Final Terms and if greater, the Notional Amount (in the case of Certificates) or at its nominal amount (in the case of Notes); or

(e) following such adjustment to the settlement terms of options on the Shares traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the "**Options Exchange**"), require the Calculation Agent to make a corresponding adjustment to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the Shares are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary Event, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded; or

(f) on or after the relevant Extraordinary Event Effective Date, the Calculation Agent may adjust the Basket of Shares to include a Share selected by it in accordance with the criteria for Share selection set out below (each, a "**Substitute Share**") for each Share (each, an "**Affected Share**") of each Basket Company (each, an "**Affected Basket Company**") which is affected by such Extraordinary Event and the Substitute Share will be deemed to be a "**Share**" and the relevant issuer of such shares a "**Basket Company**" for the purposes of the Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that (i) in the case of Notes or Certificates, in the event that any amount payable under the Securities was to be determined by reference to the Initial Price of the Affected Share, the Initial Price of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula, and (ii) in the case of Warrants, the Exercise Price will be determined by the Calculation Agent in accordance with the following formula:

Initial Price (in the case of Notes or Certificates)/Exercise Price (in the case of Warrants) = A × (B/C)

where:

"**A**" is the official closing price of the relevant Substitute Share on the relevant Exchange on the Substitution Date;

"**B**" is, in the case of Warrants, the Exercise Price, or, in the case of Notes or Certificates, the Initial Price of the relevant Affected Share; and

"**C**" is the official closing price of the relevant Affected Share on the relevant Exchange on the Substitution Date.

Such substitution and the relevant adjustment to the Basket of Shares will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") in its sole and absolute discretion and specified in the notice referred to below which may, but need not, be the relevant Extraordinary Event Effective Date.

The Weighting of each Substitute Share in the Basket of Shares will be equal to the Weighting of the relevant Affected Share.

In order to be selected as a Substitute Share, the relevant share must satisfy the following criteria, in the sole and absolute discretion of the Calculation Agent:

(i) where the relevant Extraordinary Event is a Merger Event or a Tender Offer and the relevant share is not already included in the Basket of Shares, the relevant share shall be an ordinary share of the entity or person (other than the Affected Basket Company) involved in the Merger Event or the making of the Tender Offer, that is, or that as of the relevant Extraordinary Event Effective Date is promptly scheduled to be, (A) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the relevant Exchange (or, where the relevant Exchange is within the European Union, in any member state of the European Union) and (B) not subject to any currency exchange controls, trading restrictions or other trading limitations; or

(ii) where the relevant Extraordinary Event is a Merger Event or a Tender Offer and a share would otherwise satisfy the criteria set out in paragraph (i) above, but such share is already included in the Basket of Shares, or in the case of an Extraordinary Event other than a Merger Event or a Tender Offer:

(A) the relevant issuer of the share shall belong to the same economic sector as the Affected Basket Company; and

(B) the relevant issuer of the share shall have a comparable market capitalisation, international standing and exposure as the Affected Basket Company.

Upon the occurrence of an Extraordinary Event, if the Calculation Agent determines that an adjustment in accordance with the above provisions is necessary it shall notify the Issuer thereof as soon as practicable, and the Issuer shall give notice as soon as practicable to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, stating the occurrence of the Extraordinary Event, giving details thereof and the action proposed to be taken in relation thereto including, in the case of a Share Substitution, the identity of the Substitute Shares and the Substitution Date.

**5. Correction of Share Price**

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment under the Securities, if the price of the relevant Share published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction is published by the relevant Exchange within the number of days equal to the Share Correction Period of the original publication, the price to be used shall be the price of the relevant Share as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount.

**6. Dividend Payment**

If "Dividend Payment" is specified as being applicable in the applicable Final Terms, the following provisions shall apply to the Securities:

(a) In the event that on or after the Issue Date a Cash Dividend is paid by the Share Company or Basket Company, as the case may be, notwithstanding any provisions in these Terms and Conditions to the contrary, the Calculation Agent shall calculate (i) the relevant Distributed Amount and (ii) the relevant Dividend Date.

(b) As soon as practicable following the Dividend Date, the Issuer shall give notice (a "**Cash Dividend Notice**") to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, of the Cash Dividend and the relevant Cash Dividend Payment Date and the Issuer, or failing which the Guarantor, if applicable, shall pay to each Holder on the Cash Dividend Payment Date an amount equal to the Cash Dividend Amount in respect of each Security held by him on the Cash Dividend Payment Date, provided that if the relevant Dividend Date has not occurred prior to the Actual Exercise Date (in the case of Warrants), the Redemption Date (in the case of Certificates) or Maturity Date (in the case of Notes), the Issuer shall not be obliged to pay such Cash Dividend Amount and the Issuer and/or the Guarantor, if applicable, shall have no further obligation in respect thereof.

(c) The Cash Dividend Notice shall specify the manner in which the Cash Dividend Amount shall be paid to each Holder.

For the purposes of this Share Security Condition 6 the following definitions shall apply:

"**Cash Dividend**" means any cash dividend paid by the Share Company or Basket Company in respect of a Share;

"**Cash Dividend Amount**" means, in respect of a Security, an amount calculated by the Calculation Agent equal to the Distributed Amount less a *pro rata* share of Dividend Expenses, such amount to be converted into the Settlement Currency at an exchange rate determined by the Calculation Agent in its sole and absolute discretion on or as soon as practicable after the Dividend Date;

"**Cash Dividend Payment Date**" means, in respect of a Cash Dividend, the date specified as such in the relevant Cash Dividend Notice;

"**Distributed Amount**" means, in respect of a Cash Dividend, the amount of such dividend paid by the Share Company in respect of a Share, as determined by the Calculation Agent in its sole and absolute discretion;

"**Dividend Date**" means, in respect of a Cash Dividend, the date on which such Cash Dividend would be received by a holder of the Share as determined by the Calculation Agent in its sole and absolute discretion; and

"**Dividend Expenses**" means all present, future or contingent withholding, capital gain, profit, transactional or business tax or other similar tax or duty (including stamp duty) and/or expenses (including any applicable depositary charges, transaction charges, issue, registration, transfer and/or other expenses) which the Calculation Agent determines have been or may be deducted and/or may arise or may have arisen in respect of the Cash Dividend and/or any payment of the Cash Dividend Amount in respect of the Securities.

**7. GDR/ADR**

Share Security Conditions 8 to 12 (inclusive) apply where "GDR/ADR" is specified as applicable in the applicable Final Terms.

**8. Definitions relating to GDR/ADR**

"**ADR**" means an American Depositary Receipt;

"**Conversion Event**" means any event which in the sole and absolute determination of the Calculation Agent results (or will result) in the GDRs and/or ADRs being converted into Underlying Shares or any other listed Securities of the issuer of the Underlying Shares;

"**GDR**" means a Global Depositary Receipt; and

"**Underlying Shares**" means the shares underlying an ADR or GDR, as the case may be.

**9. General**

Save where specifically provided under the Final Terms, all references in the W&C Security Conditions or Note Conditions, as applicable, and the Share Security Conditions to the "Shares" shall be deemed to be to the GDRs or ADRs, as applicable, and/or the Underlying Shares, references to the "Share Company" or "Basket Company", as applicable, shall be deemed to be to the issuer of the GDRs or ADRs, as the case may be, and the issuer of the Underlying Shares, and references to the "Exchange" shall be deemed to be to the exchange or quotation system on which the GDRs or ADRs, as the case may be, are listed and the exchange or quotation system on which the Underlying Shares are listed, and with such additional or alternative modifications as the Calculation Agent may consider necessary or otherwise desirable provided that any such amendment is not materially prejudicial to the holders of Securities.

**10. Share Event**

Upon the occurrence of a Share Event, the Issuer in its sole and absolute discretion may take the action described in paragraphs (a), (b), (c) (in the case of Warrants), (d) (in the case of Notes or Certificates), (e) or (f), as applicable, of Share Security Condition 4.2. The Issuer shall give notice as soon as practicable to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, stating the occurrence of the Share Event, giving details thereof and the action proposed to be taken in relation thereto.

"**Share Event**" means each of the following events:

(a) written instructions have been given by the Issuer or a Qualified Investor to the depositary of the Underlying Shares to withdraw or surrender the Underlying Shares;

(b) the termination of the deposit agreement in respect of the Underlying Shares.

If an event constitutes both a Share Event and an Additional Disruption Event, the Calculation Agent shall have absolute discretion to determine which of these events such event constitutes.

**11. Potential Adjustment Event**

The following additional event shall be deemed added to paragraph (b) of the definition of Potential Adjustment Event in Share Security Condition 3:

"and/or a distribution in respect of the Underlying Shares of property other than cash, shares or rights relating to any Underlying Shares to the holder of the Underlying Shares".

**12. Extraordinary Events**

The following additional events shall be deemed added to the first paragraph of Share Security Condition 4.1 after the words "as not applicable in the applicable Final Terms)":

"Conversion Event".

## ANNEX 4

## ADDITIONAL TERMS AND CONDITIONS FOR ETI SECURITIES

If specified as applicable in the applicable Final Terms, (a) the terms and conditions applicable to Notes specified in the applicable Final Terms as ETI Securities shall comprise the terms and conditions of Notes (the "**Note Conditions**") and the additional Terms and Conditions for ETI Securities set out below (the "**ETI Security Conditions**") and (b) the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as ETI Securities shall comprise the terms and conditions of W&C Securities (the "**W&C Security Conditions**") and the ETI Security Conditions, in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Note Conditions or the W&C Security Conditions, as applicable, and (ii) the ETI Security Conditions, the ETI Security Conditions, as applicable, shall prevail. References in the ETI Security Conditions to "Security" or "Securities" shall be deemed to be references to "Note" or "Notes" or W&C Security" or "W&C Securities" as the context admits.

1. **Definitions**

"**Basket Trigger Event**" means that an Extraordinary ETI Event occurs in respect of one or more ETI Interests or the related ETI comprising the ETI Basket which has or, in the event that an Extraordinary ETI Event has occurred in respect of more than one ETI, together have, a Weighting in the ETI Basket equal to or greater than the Basket Trigger Level;

"**Basket Trigger Level**" has the meaning given to it in the applicable Final Terms or if not so specified, 50 per cent;

"**Calculation Date**" means each day(s) specified in the applicable Final Terms, or if not so specified, each day which is an Exchange Business Day;

"**Clearance System**" means the applicable domestic clearance system customarily used for settling trades in the relevant ETI Interest;

"**Clearance System Days**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions;

"**Closing Price**" means, in respect of an ETI and a Scheduled Trading Day, the official closing price (or if Value per ETI Interest is specified as applicable in the applicable Final Terms, the Value per ETI Interest) in respect of the relevant ETI Interest in relation to such day as determined by the Calculation Agent, subject as provided in ETI Security Condition 3 (Potential Adjustment Events) or ETI Security Condition 4 (Extraordinary ETI Events);

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

"**Dividend Event**" means that with reference to the later of (i) the two financial years prior to the Trade Date, and (ii) the two financial years prior to the relevant observation date, the ETI has implemented a material change to its practice with respect to the payment of dividends;

"**Early Closure**" means the closure on any Exchange Business Day of the relevant Exchange(s) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (i) the

actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day;

"**ETI**" means (i) any exchange traded fund, (ii) the issuer of (A) an exchange traded note, (B) exchange traded commodity or (C) any other exchange traded product or (iii) any other exchange traded entity specified as an ETI in the applicable Final Terms;

"**ETI Basket**" means, where the ETI Securities are linked to the performance of ETI Interests of more than one ETI, a basket comprising such ETI Interests;

"**ETI Documents**" means with respect to any ETI Interest, the offering document of the relevant ETI in effect on the Hedging Date specifying, among other matters, the terms and conditions relating to such ETI Interests and, for the avoidance of doubt, any other documents or agreements in respect of the ETI, as may be further described in any ETI Document;

"**ETI Interest(s)**" means (i) in respect of an exchange traded fund, an ownership interest issued to or held by an investor in such ETI, (ii) in respect of an exchange traded note or an exchange traded commodity, a unit or note, as the case may be, issued by such ETI, or (iii) in respect of any other exchange traded product, any other interest specified as an ETI Interest in the applicable Final Terms;

"**ETI Interest Correction Period**" means (a) the period specified in the applicable Final Terms, or (b) if none is so specified, one Settlement Cycle;

"**ETI Related Party**" means, in respect of any ETI, any person who is appointed to provide services (howsoever described in any ETI Documents), directly or indirectly, in respect of such ETI, whether or not specified in the ETI Documents, including any advisor, manager, administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent, sponsor or general partner and any other person specified as such in the applicable Final Terms and in the case of an exchange traded note or exchange traded commodity, the calculation agent;

"**Exchange**" means in relation to an ETI Interest, each exchange or quotation system specified as such for the relevant ETI in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the ETI Interest has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such ETI Interest on such temporary substitute exchange or quotation system as on the original Exchange);

"**Exchange Business Day**" means either (i) in the case of a single ETI Interest, Exchange Business Day (Single ETI Interest Basis) or (ii) in the case of an ETI Basket, Exchange Business Day (All ETI Interests Basis) or Exchange Business Day (Per ETI Interest Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per ETI Interest Basis) shall apply;

"**Exchange Business Day (All ETI Interests Basis)**" means, in respect of an ETI Basket, any Scheduled Trading Day on which each Exchange and each Related Exchange, if any, are open for trading in respect of all ETI Interests comprised in the ETI Basket during their respective regular trading session(s) notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time;

"**Exchange Business Day (Per ETI Interest Basis)**" means, in respect of an ETI Interest, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, in respect of such ETI Interest are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time;

"**Exchange Business Day** (**Single ETI Interest Basis**)" means, in respect of an ETI Interest, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange (if any) are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time;

"**Exchange Disruption**" means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the ETI Interest on the Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts on or relating to the ETI Interest on any relevant Related Exchange;

"**Extraordinary ETI Event Effective Date**" means, in respect of an Extraordinary ETI Event, the date on which such Extraordinary ETI Event occurs, or has occurred, as determined by the Calculation Agent in its sole and absolute discretion;

"**Final Calculation Date**" means the date specified as such in the applicable Final Terms;

"**Hedging Date**" has the meaning given to it in the applicable Final Terms;

"**Hedge Provider**" means the party (being, *inter alios*, the Issuer, the Guarantor (if applicable), the Calculation Agent, an affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the Securities or where no such party actually hedges such obligations, a Hypothetical Investor, who shall be deemed to enter into transactions as if hedging such obligations. The Hedge Provider will hold or be deemed to hold such number of ETI Interests, or enter or be deemed to enter into any agreement to purchase or deliver, or pay an amount linked to the performance of, such number of ETI Interests as it (or in the case of a Hypothetical Investor, the Calculation Agent) considers would be held by a prudent issuer as a hedge for its exposure under the relevant Securities;

"**Hedging Shares**" means the number of ETI Interests that the Issuer and/or any of its Affiliates deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Securities;

"**Hypothetical Investor**" means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in an ETI Interest which is deemed to have the benefits and obligations, as provided in the relevant ETI Documents, of an investor holding an ETI Interest at the relevant time. The Hypothetical Investor may be deemed by the Calculation Agent to be resident or organised in any jurisdiction, and to be, without limitation, the Issuer, the Guarantor (if applicable), the Calculation Agent or any of their Affiliates (as determined by the Calculation Agent in the context of the relevant situation);

"**Implied Embedded Option Value**" means, an amount (which may never be less than zero) equal to the present value as of the Implied Embedded Option Value Determination Date, of any scheduled but unpaid payments under the Securities in respect of the period from (and including) the Extraordinary ETI Event Effective Date to (and including) the Settlement Date, Maturity Date or Redemption Date, as the case may be, as determined by the Calculation Agent in its sole and absolute discretion but, notwithstanding anything to the contrary contained herein, taking into account, without limitation, such factors as the net proceeds actually received from the redemption or sale of any ETI Interests by the Hedge Provider, the volatility of the ETI Interests and any transaction costs;

"**Implied Embedded Option Value Determination Date**" means the date determined by the Calculation Agent to be the first date on which it is possible to determine the Implied Embedded Option Value following the occurrence of an Extraordinary ETI Event;

"**Initial Calculation Date**" means the date specified as such in the applicable Final Terms, or if not so specified, the Hedging Date;

"**Intraday Price**" means, in respect of an ETI and any time on a Scheduled Trading Day, the published or quoted price (or if Value per ETI) Interest is specified as applicable in the applicable Final Terms, the Value per ETI Interest) in respect of the relevant ETI Interest in relation to such time on such day as determined by the Calculation Agent, subject as provided in ETI Security Condition 3 (Potential Adjustment Events) or ETI Security Condition 4 (Extraordinary ETI Events);

"**Investment/AUM Level**" has the meaning given to it in the applicable Final Terms, or if not so specified, EUR 50,000,000 or the equivalent in any other currency;

"**Loss of Stock Borrow**" means that the Issuer and/or any Affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any ETI Interest in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate;

"**Maximum Stock Loan Rate**" means in respect of an ETI Interest, the Maximum Stock Loan Rate specified in the applicable Final Terms;

"**Merger Event**" means, in respect of any relevant Interests and Entity, any:

(i) reclassification or change of such ETI Interests that results in a transfer of or an irrevocable commitment to transfer all of such ETI Interests outstanding to another entity or person,

(ii) consolidation, amalgamation, merger or binding share/unit/interest exchange of an ETI with or into another entity or person (other than a consolidation, amalgamation, merger or binding share/unit/interest exchange in which such ETI, is the continuing entity and which does not result in a reclassification or change of all of such ETI Interests outstanding),

(iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding ETI Interests of an ETI that results in a transfer of or an irrevocable commitment to transfer all such ETI Interests (other than such ETI Interests owned or controlled by such other entity or person), or

(iv) consolidation, amalgamation, merger or binding share/unit/interest exchange of an ETI or its subsidiaries with or into another entity in which the ETI is the continuing entity and which does not result in a reclassification or change of all such ETI Interests outstanding but results in the outstanding ETI Interests (other than ETI Interests owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding ETI Interests immediately following such event,

in each case if the relevant Extraordinary ETI Event Effective Date is on or before (a) in the case of Cash Settled Securities, the last occurring Valuation Date or (b) in the case of Physical Delivery Securities, the Settlement Date. For the purposes of this definition only, "**Interests**" shall mean the applicable ETI Interests or the shares of any applicable ETI Related Party, as the context may require, and "**Entity**" shall mean the applicable ETI or any applicable ETI Related Party, as the context may require;

"**Non-Principal Protected Termination Amount**" means an amount per Security determined by the sum of:

(i) the Implied Embedded Option Value on the Implied Embedded Option Value Determination Date; and

(ii) if Delayed Redemption on Occurrence of an Extraordinary ETI Event is specified as being applicable in the applicable Final Terms, the Simple Interest;

"**Number of Value Publication Days**" means the number of calendar days or Value Business Days specified in the applicable Final Terms, being the maximum number of days after the due date for publication or reporting of the Value per ETI Interest after which the ETI Related Party or any entity fulfilling such role, howsoever described in the ETI Documents, or any other party acting on behalf of the ETI, may remedy any failure to publish or report the Value per ETI Interest before the Calculation Agent may determine that an Extraordinary ETI Event has occurred;

"**Principal Protected Termination Amount**" means an amount per Security determined as the sum of:

(i) if Delayed Redemption on Occurrence of an Extraordinary ETI Event is specified as being applicable in the applicable Final Terms:

(A) the greater of:

(1) the Protected Amount; and

(2) the Implied Embedded Option Value; and

(B) the Simple Interest;

(ii) if Delayed Redemption on Occurrence of an Extraordinary ETI Event is not specified as being applicable in the applicable Final Terms, the Implied Embedded Option Value;

"**Protected Amount**" means the amount specified as such in the applicable Final Terms;

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

"**Scheduled Trading Day**" means either (i) in the case of a single ETI and in relation to an ETI Interest, Scheduled Trading Day (Single ETI Interest Basis) or (ii) in the case of an ETI Basket, Scheduled Trading Day (All ETI Interest Basis) or Scheduled Trading Day (Per ETI Interest Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per ETI Interest Basis) shall apply;

"**Scheduled Trading Day (All ETI Interest Basis)**" means, in respect of an ETI Basket, any day on which the Exchange and Related Exchange(s) are scheduled to be open for trading in respect of all ETI Interests comprised in the ETI Basket during their respective regular trading session(s);

"**Scheduled Trading Day (Per ETI Interest Basis)**" means, in respect of an ETI Interest, any day on which the relevant Exchange and the relevant Related Exchange in respect of such ETI Interest are scheduled to be open for trading during their respective regular trading session(s);

"**Scheduled Trading Day (Single ETI Interest Basis)**" means any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading during their respective regular trading session(s);

"**Settlement Cycle**" means in respect of an ETI Interest, the period of Clearance System Days following a trade in the ETI Interest on the Exchange in which settlement will customarily occur according to the rules of such Exchange;

"**Settlement Price**" means, unless otherwise stated in the applicable Final Terms and subject to the provisions of these ETI Security Conditions and as referred to in "Valuation Date" or "Averaging Date", as the case may be:

(i) in the case of ETI Securities relating to an ETI Basket and in respect of each ETI Interest comprising the ETI Basket, an amount equal to:

(x) if the applicable Final Terms specify that the Settlement Price is to be the official closing price, the official closing price (or the price at the Valuation Time on the Valuation Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such ETI Interest on;

(a) if Averaging is not specified in the applicable Final Terms, the Valuation Date; or

(b) if Averaging is specified in the applicable Final Terms, an Averaging Date (or if in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the Valuation Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for such ETI Interest whose official closing price (or the price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be determined based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions or applicable brokers (as selected by the Calculation Agent) engaged in the trading of such ETI Interest or on such other factors as the Calculation Agent shall decide); or

(y) if the applicable Final Terms specify that the Settlement Price is to be the Value per ETI Interest, the Value per ETI Interest for such ETI Interest on:

(a) if Averaging is not specified in the applicable Final Terms, the Valuation Date; or

(b) if Averaging is specified in the applicable Final Terms, an Averaging Date, in each case multiplied by the relevant Weighting, such value to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate, all as determined by or on behalf of the Calculation Agent; and

(ii) in the case of ETI Securities relating to a single ETI Interest, an amount equal to:

(x) if the applicable Final Terms specify that the Settlement Price is to be the official closing price, the official closing price (or the price at the Valuation Time on the Valuation Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such ETI Interest on:

(a) if Averaging is not specified in the applicable Final Terms, the Valuation Date; or

(b) if Averaging is specified in the applicable Final Terms, an Averaging Date (or if, in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the Valuation Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for the ETI Interest based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions or applicable brokers (as selected by the Calculation Agent) engaged in the trading of such ETI Interest or on such other factors as the Calculation Agent shall decide); or

(y) if the applicable Final Terms specify that the Settlement Price is to be the Value per ETI Interest, the Value per ETI Interest on:

(a) if Averaging is not specified in the applicable Final Terms, the Valuation Date; or

(b) if Averaging is specified on the applicable Final Terms, an Averaging Date, in each case, such amount to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate and such converted amount to be the Settlement Price, all as determined by or on behalf of the Calculation Agent;

"**Simple Interest**" means an amount calculated by the Calculation Agent equal to the amount of interest that would accrue on the Termination Amount during the period from (and including) the Implied Embedded Option Value Determination Date to (and excluding) the later of (i) the Redemption Date or Maturity Date, as the case may be, or (ii) the date falling five Business Days after the Implied Embedded Option Value Determination Date calculated on the basis that such interest were payable by the Floating Rate Payer under an interest rate swap transaction incorporating the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. under which:

(A) the "Effective Date" is the Implied Embedded Option Value Determination Date;

(B) the "Termination Date" is the Termination Date;

(C) the "Floating Rate Payer Payment Date" is the Termination Date;

(D) the "Floating Rate Option" is EUR-EONIA-Swap Index (if the Settlement Currency is EUR) or USD-Federal Funds-H.15 (if the Settlement Currency is USD);

(E) the "Simple Interest Spread" is as specified in the applicable Final Terms, or if not so specified minus 0.125 per cent.;

(F) the "Floating Rate Day Count Fraction" is Actual/360;

(G) the "Reset Date" is the Implied Embedded Option Value Determination Date and each date falling three calendar months after the previous Reset Date; and

(H) "Compounding" is "Inapplicable";

"**Specified Maximum Days of Disruption**" means eight (8) Scheduled Trading Days, or such other number of Specified Maximum Days of Disruption specified in the applicable Final Terms;

"**Tender Offer**" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 50 per cent. and less than 100 per cent. of the outstanding voting shares, units or interests of the ETI or an ETI Related Party, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant;

"**Termination Amount**" means the amount specified in the applicable Final Terms or if not so specified, (i) in the case of Notes or Certificates, (x) the Principal Protected Termination Amount or (y) the Non-Principal Protected Termination Amount as specified in the applicable Final Terms or (ii) in the case of Warrants, an amount equal to the Implied Imbedded Option Value;

"**Termination Date**" means (i) the date determined by the Issuer and specified in the notice given to Holders in accordance with ETI Security Condition 6.2(c); or (ii) in the case of Notes or Certificates, if Delayed Redemption on Occurrence of an Extraordinary ETI Event is specified as being applicable in the applicable Final Terms, the Redemption Date or Maturity Date, as the case may be;

"**Trade Date**" has the meaning given to it in the applicable Final Terms;

"**Trading Disruption**" means in relation to an ETI Interest, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or any Related Exchange or otherwise (i) relating to the ETI Interest or any underlying asset of the ETI on the Exchange; or (ii) in futures or options contracts relating to the ETI Interest or any underlying asset of the ETI on any relevant Related Exchange;

"**Value Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Value Business Day Centre(s) specified in the applicable Final Terms;

"**Valuation Time**" means in the case of an ETI and in relation to an ETI Interest either (i) the close of trading on the Exchange or (ii) as otherwise specified in the applicable Final Terms;

"**Value per ETI Interest**" means, with respect to the relevant ETI Interest(s) and the Scheduled Trading Day relating to such ETI Interests, (i) if the relevant ETI Documents refer to an official net asset value per ETI Interest (howsoever described), such official net asset value per ETI Interest, otherwise (ii) the official closing price or value per ETI Interest, as of the relevant calculation date, as reported on such Scheduled Trading Day by the ETI or an ETI Related Party, the relevant Exchange or publishing service (which may include the website of an ETI), all as determined by the Calculation Agent;

"**Value per ETI Interest Trading Price Barrier**" means the percentage specified in the applicable Final Terms, or if not so specified, 5 per cent.;

"**Value per ETI Interest Trading Price Differential**" means the percentage by which the Value per ETI Interest differs from the actual trading price of the ETI Interest as of the time the Value per ETI Interest is calculated;

"**Value per ETI Interest Trigger Event**" means, in respect of any ETI Interest(s), that (i) the Value per ETI Interest has decreased by an amount equal to, or greater than, the Value Trigger Percentage(s) at any time during the related Value Trigger Period, or (ii) the ETI has violated any leverage restriction that is applicable to, or affecting, such ETI or its assets by operation of any law, (x) any order or judgement of any court or other agency of government applicable to it or any of its assets, (y) the ETI Documents or (z) any other contractual restriction binding on or affecting the ETI or any of its assets;

"**Value Trigger Percentage**" means the percentage specified in the applicable Final Terms or, if not so specified, 50 per cent.;

"**Value Trigger Period**" means the period specified in the applicable Final Terms, or if not so specified the period from and including the Initial Calculation Date to and including the Final Calculation Date.

2. **Market Disruption**

"**Market Disruption Event**" means, in relation to Securities relating to a single ETI Interest or an ETI Basket, in respect of an ETI Interest the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (iii) an Early Closure.

The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Averaging Date or a Valuation Date or on any Knock-in Determination Day or Knock-out Determination Day, as the case may be.

3. **Potential Adjustment Events**

"**Potential Adjustment Event**" means any of the following:

(a) an extraordinary dividend as determined by the Calculation Agent;

(b) a repurchase or exercise of any call option by any ETI of relevant ETI Interests whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or

(c) any other event that may have, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant ETI Interests.

"**Potential Adjustment Event Effective Date**" means, in respect of a Potential Adjustment Event, the date on which such Potential Adjustment Event is announced by the relevant ETI or ETI Related Party, as the case may be, as determined by the Calculation Agent in its sole and absolute discretion.

Except as may be limited in the case of U.S. Securities, following the declaration by the relevant ETI or ETI Related Party, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the ETI Interests and, if so, will (i) make the corresponding adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Securities are Physical Delivery Securities) and/or the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative

effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant ETI Interest) and (ii) determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the ETI Interest traded on that options exchange.

Upon the making of any such adjustment, the Calculation Agent shall give notice as soon as reasonably practicable to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, stating the adjustment to any Relevant Asset and/or the Entitlement (where the Securities are Physical Delivery Securities) and/or the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms and giving brief details of the Potential Adjustment Event and the Potential Adjustment Event Effective Date.

4. **Extraordinary ETI Events**

Subject to the provisions of ETI Security Condition 5 (Determination of Extraordinary ETI Events), "**Extraordinary ETI Event**" means the occurrence or continuance at any time on or after the Trade Date of any of the following events as determined by the Calculation Agent:

**Global Events:**

4.1 the ETI or any ETI Related Party (i) ceases trading and/or, in the case of an ETI Related Party, ceases administration, portfolio management, investment services, custodian, prime brokerage, or any other relevant business (as applicable), (ii) is dissolved or has a resolution passed, or there is any proposal, for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (iii) makes a general assignment or arrangement with or for the benefit of its creditors; (iv) (1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in sub-clause (iv) (1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not immediately dismissed, discharged, stayed or restrained; (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vi) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not immediately dismissed, discharged, stayed or restrained; or (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in sub-clauses (i) to (vi) above; or

4.2 the occurrence of a Merger Event or Tender Offer;

**Litigation/Fraudulent Activity Events:**

4.3 there exists any litigation against the ETI or an ETI Related Party which in the sole and absolute discretion of the Calculation Agent could materially affect the value of the ETI Interests or on the rights or remedies of any investor therein; or

4.4 (i) an allegation of criminal or fraudulent activity is made in respect of the ETI, or any ETI Related Party, or any employee of any such entity, or the Calculation Agent reasonably determines that any such criminal or fraudulent activity has occurred, or (ii) any investigative, judicial, administrative or other civil or criminal proceedings is commenced or is threatened against the ETI, any ETI Related Party or any key personnel of such entities if such allegation, determination, suspicion or proceedings could, in the sole and absolute discretion of the Calculation Agent, materially affect the value of the ETI Interests or the rights or remedies of any investor in such ETI Interests;

**Change in ETI Related Parties/Key Persons Events:**

4.5 (i) an ETI Related Party ceases to act in such capacity in relation to the ETI (including by way of Merger Event or Tender Offer) and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent; and/or (ii) any event occurs which causes, or will with the passage of time (in the opinion of the Calculation Agent) cause, the failure of the ETI and/or any ETI Related Party to meet or maintain any obligation or undertaking under the ETI Documents which failure is reasonably likely to have an adverse impact on the value of the ETI Interests or on the rights or remedies of any investor therein;

**Modification Events:**

4.6 a material modification of or deviation from any of the investment objectives, investment restrictions, investment process or investment guidelines of the ETI (howsoever described, including the underlying type of assets in which the ETI invests), from those set out in the ETI Documents, or any announcement regarding a potential modification or deviation, except where such modification or deviation is of a formal, minor or technical nature;

4.7 a material modification, cancellation or disappearance (howsoever described), or any announcement regarding a potential future material modification, cancellation or disappearance (howsoever described), of the type of assets (i) in which the ETI invests, (ii) the ETI purports to track, or (iii) the ETI accepts/provides for purposes of creation/redemption baskets;

4.8 a material modification, or any announcement regarding a potential future material modification, of the ETI (including but not limited to a material modification of the ETI Documents or to the ETI's liquidity terms) other than a modification or event which does not affect the ETI Interests or the or any portfolio of assets to which the ETI Interest relates (either alone or in common with other ETI Interests issued by the ETI);

4.9 the currency denomination of the ETI Interest is amended from that set out in the ETI Documents so that the Value per ETI Interest is no longer calculated in the same currency as it was as at the Trade Date; or

4.10 if applicable, the ETI ceases to be an undertaking for collective investments under the legislation of its relevant jurisdiction;

**Net Asset Value/Investment/AUM Level Events:**

4.11 a material modification of the method of calculating the Value per ETI Interest;

4.12 any change in the periodicity of the calculation or the publication of the Value per ETI Interest;

4.13 any of the ETI, any ETI Related Parties or any other party acting on behalf of the ETI fails for any reason to calculate and publish the Value per ETI Interest within the Number of Value Publication Days following any date scheduled for the determination of the valuation of the ETI Interests unless the cause of such failure to publish is of a technical nature and outside the immediate and direct control of the entity responsible for such publication;

4.14 the assets under management of, or total investment in, the ETI falls below the Investment/AUM Level;

4.15 a Value per ETI Interest Trigger Event occurs;

4.16 failure by the ETI or any ETI Related Party to publish (i) the Value per ETI Interest at the end of each Scheduled Trading Day as a result of any action or inaction by the ETI or any ETI Related Party, or (ii) where the relevant ETI Documents provide for the publication of an indicative Value per ETI Interest, such indicative Value per ETI Interest is published no less frequently than once every five (5) minutes during regular trading hours on the Exchange on each Scheduled Trading Day; or

4.17 (i) the Value per ETI Interest Trading Price Differential breaches the Value per ETI Interest Trading Price Barrier, and (ii) such breach has an adverse impact on any hedging activities in relation to the Securities;

**Tax/Law/Accounting/Regulatory Events:**

4.18 there is a change in or in the official interpretation or administration of any laws or regulations relating to taxation that has or is likely to have a material adverse effect on any hedging arrangements entered into by any Hedge Provider in respect of the Securities (a "**Tax Event**") and, subject as provided below, the Hedge Provider has, for a period of one calendar month following the day the relevant Tax Event became known to it, used reasonable efforts to mitigate the material adverse effect of the Tax Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period set out above for such mitigation shall be deemed satisfied on any date it is or becomes apparent at any time that there is no practicable means of mitigating the Tax Event; or

4.19 (i) any relevant activities of or in relation to the ETI or the ETI Related Parties are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, in any applicable jurisdiction (including, but not limited to, any cancellation, suspension or revocation of the registration or approval of the ETI by any governmental, legal or regulatory entity with authority over the ETI), (ii) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the ETI or the ETI Related Parties or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence, (iii) the ETI is required by a competent authority to redeem any ETI Interests, (iv) the Hedge Provider is required by a competent authority or any other relevant entity to dispose of or compulsorily redeem any ETI Interests held in connection with any hedging arrangements relating to the Securities and/or (v) any change in the legal, tax, accounting or regulatory treatment of the ETI or any ETI Related Party that is reasonably likely to have an adverse impact on the value of the ETI Interests or other activities or undertakings of the ETI or on the rights or remedies of any investor therein, including any Hedge Provider;

**Hedging/Impracticality/Increased Costs Events:**

4.20 in connection with any hedging activities in relation to the Securities, as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, howsoever described, after the Trade Date, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any law, order, regulation, decree or notice, howsoever described, after such date or as a result of any other relevant event (each a "**Relevant Event**") (i) it would become unlawful or impractical for the Hedge Provider to hold (including, without limitation, circumstances requiring the Hedge Provider to modify any reserve, special deposit, or similar requirement or that would adversely affect the amount or cost of regulatory capital that would have to be maintained in respect of any holding of ETI Interests or that would subject a holder of the ETI Interests or the Hedge Provider to any loss), purchase or sell the relevant ETI Interests or any underlying assets of or related to the ETI or for the Hedge Provider to maintain its hedging arrangements and, (ii) subject as provided below, the Hedge Provider has, for a period of one calendar week following the day the Relevant Event became known to it, used reasonable efforts to mitigate the effect of the Relevant Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period of one calendar week set out above shall be deemed satisfied on any date it is or becomes at any time apparent that there is no practicable means of mitigating the Relevant Event;

4.21 in connection with the hedging activities in relation to the Securities, if the cost to the Hedge Provider in relation to the Securities and the related hedging arrangements (including, but not limited to, new or increased taxes, duties, expenses or fees (or the combined effect thereof if occurring more than once)) would be materially increased or the Hedge Provider would be subject to a material loss relating to the Securities and the related hedging arrangements;

4.22 in connection with the hedging activities in relation to the Securities, the Hedge Provider is unable or it becomes impractical for the Hedge Provider, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset or any futures or option contracts on the relevant Exchange it deems necessary to hedge the equity, commodity or other underlying ETI Interest asset price risk or any other relevant price risk, including but not limited to the Issuer's obligations under the Securities or (ii) to realise, recover or remit the proceeds of any such transaction, asset, or futures or option contract or any relevant hedge positions relating to an ETI Interest of the ETI;

4.23 at any time on or after the Trade Date, the Issuer and/or any of its Affiliates would incur an increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, capital and/or funding costs, expense or fee (other than brokerage commissions) to maintain the Securities;

**Miscellaneous Events:**

4.24 in the case of Securities linked to an ETI Basket, a Basket Trigger Event occurs;

4.25 the long-term unsecured, unsubordinated and unguaranteed debt rating assigned to any ETI Related Party or any parent company (howsoever described) of the ETI, by Moody's Investors Service Inc., or any successor to the ratings business thereof ("**Moody's**"), and/or Standard and Poor's Rating Group (a division of McGraw-Hill, Inc.), or any successor to the ratings business thereof ("**S&P**"), is downgraded below A (S&P) or A2 (Moody's) and/or the short-term unsecured, unsubordinated and unguaranteed debt rating assigned to any ETI Related Party by Moody's or S&P is downgraded below A-1 (S&P) or P-1 (Moody's);

4.26 the occurrence of a Loss of Stock Borrow;

4.27 the occurrence of an Additional Extraordinary ETI Event;

4.28 if the relevant ETI Documents provide for the payment of dividends, the occurrence of a Dividend Event;

4.29 the relevant Exchange announces that pursuant to the rules of such Exchange, the relevant ETI Interests cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason and are not immediately re-listed, re-traded or re-quoted on (i) where the Exchange is located in the United States, any of the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market System (or their respective successors) or otherwise (ii) a comparable exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union).

5. **Determination of Extraordinary ETI Events**

The Calculation Agent will determine if an Extraordinary ETI Event has occurred acting in good faith and in a commercially reasonable manner. Where the occurrence of an event or set of circumstances is capable of triggering more than one Extraordinary ETI Event or both an Extraordinary ETI Event and a Market Disruption Event, the Issuer may determine which Extraordinary ETI Event is to be triggered or whether such event or set of circumstances shall be an Extraordinary ETI Event or Market Disruption Event, in its sole and absolute discretion.

In considering whether the occurrence of an event or set of circumstances triggers an Extraordinary ETI Event, the Calculation Agent may have regard to the combined effect, from the Trade Date, of any event or set of circumstances, as the case may be, if such event or set of circumstances occurs more than once.

6. **Consequences of an Extraordinary ETI Event**

6.1 If the Calculation Agent determines that an Extraordinary ETI Event has occurred, the Calculation Agent shall give notice (an "**Extraordinary ETI Event Notice**") to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, (which notice shall be irrevocable), of the occurrence of such Extraordinary ETI Event (the date on which an Extraordinary ETI Event Notice is given, an "**Extraordinary ETI Event Notification Date**") as soon as reasonably practicable following the determination of an Extraordinary ETI Event. The Extraordinary ETI Event Notice shall set out, if determined at that time, the action that it has determined to take in respect of the Extraordinary ETI Event pursuant to ETI Security Condition 6.2 below. Where the action that the Issuer has determined to take is not, for whatever reason, set out in the Extraordinary ETI Event Notice, the action that the Issuer has determined to take shall be set out in a subsequent notice given to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, as soon as reasonably practicable after the Extraordinary ETI Event Notification Date.

Neither the Issuer nor the Calculation Agent shall be responsible for any loss, underperformance or opportunity cost suffered or incurred by any Holder or any other person in connection with the Securities as a result of any delay in notifying Holders of the occurrence on Extraordinary Fund Event, howsoever arising. If the Calculation Agent gives an Extraordinary ETI Event Notice, the Issuer shall have no obligation to make any payment or delivery in respect of the Securities until the Issuer has determined the action to take pursuant to ETI Security Condition 6.2 below.

6.2 Following the occurrence of an Extraordinary ETI Event, the Issuer, in its sole and absolute discretion, may take the action described below in (a), (b) or (c).

(a) Adjustment

If the Issuer, in its sole and absolute discretion, determines that the action be taken in respect of the Extraordinary ETI Event is to be "**Adjustment**", then it may:

(i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for the relevant Extraordinary ETI Event and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the ETI Interests or to the Securities and a change in the Weighting of any remaining ETI Interest(s) not affected by an Extraordinary ETI Event. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the relevant Extraordinary ETI Event made by any options exchange to options on the ETI Interests traded on that options exchange; or

(ii) following such adjustment to the settlement terms of options on the ETI Interests traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the "**Options Exchange**"), require the Calculation Agent to make a corresponding adjustment to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the ETI Interests are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary ETI Event, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded.

(b) Substitution

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary ETI Event is to be "**Substitution**", the Calculation Agent shall on or after the relevant Extraordinary ETI Event Effective Date, substitute each ETI Interest (each, an "**Affected ETI Interest**") of each ETI (each, an "**Affected ETI**") which is affected by such Extraordinary ETI Event with an ETI Interest selected by it in accordance with the criteria for ETI Interest selection set out below (each, a "**Substitute ETI Interest**") and the Substitute ETI Interest will be deemed to be an "**ETI Interest**" and the relevant issuer of such Substitute ETI Interest, an "**ETI**" for the purposes of the Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Securities was to be determined by reference to the Initial Price of the Affected ETI Interest, the Initial Price of each Substitute ETI Interest will be determined by the Calculation Agent in accordance with the following formula:

Initial Price = A × (B/C)

where:

"**A**" is the Settlement Price of the relevant Substitute ETI Interest on the relevant Exchange on the Substitution Date;

"**B**" is the Initial Price of the relevant Affected ETI Interest; and

"**C**" is the Settlement Price of the relevant Affected ETI Interest on the relevant Exchange on the Substitution Date.

Such substitution and the relevant adjustment to the ETI Basket will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") in its sole and absolute discretion and specified in the notice referred to below which may, but need not, be the relevant Extraordinary ETI Event Effective Date.

The Weighting of each Substitute ETI Interest will be equal to the Weighting of the relevant Affected ETI Interest.

In order to be selected as a Substitute ETI Interest, the relevant share/unit/interest must satisfy the following criteria, as determined by the Calculation Agent in its sole and absolute discretion:

(i) where the relevant Extraordinary ETI Event is a Merger Event or a Tender Offer (a) in the case of ETI Securities related to a single ETI, and (b) in the case of ETI Securities related to an ETI Basket, the relevant share/unit/interest shall be an ordinary share/unit/interest of the entity or person that in the case of a Merger Event is the continuing entity in respect of the Merger Event or in the case of a Tender Offer is the entity making the Tender Offer provided that (i) the relevant share/unit/interest is not already included in the ETI Basket and (ii) it is or as of the relevant Extraordinary ETI Event Effective Date is promptly scheduled to be, (x) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the relevant Exchange (or, where the relevant Exchange is within the European Union, in any member state of the European Union) and (y) not subject to any currency exchange controls, trading restrictions or other trading limitations; or

(ii) (a) where the relevant Extraordinary ETI Event is a Merger Event or a Tender Offer and a share/unit/interest would otherwise satisfy the criteria set out in paragraph (i) above, but such share/unit/interest is (in the case of an ETI Security related to an ETI Basket), already included in the ETI Basket, or (b) where the Extraordinary ETI Event is not a Merger Event or a Tender Offer, an alternative exchange traded instrument which, in the determination of the Calculation Agent, has similar characteristics to the relevant ETI, including but not limited to, a comparable listing (which, for the avoidance of doubt, shall not be restricted to a listing on the exchange or quotation system in the same geographic region), investment objectives, investment restrictions and investment processes, underlying asset pools and whose related parties (such as, but not limited to, trustee, general partner, sponsor, advisor, manager, operating company, custodian, prime broker and depository) are acceptable to the Calculation Agent;

(c) Termination

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary ETI Event is to be "**Termination**", on giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, (which such notice may be included in the Extraordinary ETI Event Notice in respect of the relevant Extraordinary ETI Event and will specify the Termination Date), (i) in the case of Warrants, all but not some only of the outstanding ETI Securities shall be cancelled by payment of the Termination Amount on the Termination Date or (ii) in the case of Notes or

Certificates, all but not some only of the outstanding ETI Securities shall be redeemed by payment of the Termination Amount on the Termination Date. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

(d) General

In determining to take a particular action as a result of an Extraordinary ETI Event, the Issuer is under no duty to consider the interests of Holders or any other person. In making any determination as to which action to take following the occurrence of an Extraordinary ETI Event, neither the Issuer nor the Calculation Agent shall be responsible for any loss (including any liability in respect of interest), underperformance or opportunity cost suffered or incurred by Holders or any other person in connection with the Securities as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Securities.

7. **Correction of ETI Interest Price**

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment or delivery under the Securities, if the price of the relevant ETI Interest published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction is published by the relevant price source within the number of days equal to the ETI Interest Correction Period of the original publication, the price to be used shall be the price of the relevant ETI Interest as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment or delivery under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount.

8. **Calculations and Determinations**

The Calculation Agent and/or the Issuer, as applicable, will make the calculations and determinations as described in the ETI Security Conditions in such a manner as the Calculation Agent and/or the Issuer, as the case may be, determines to be appropriate acting in good faith and in a commercially reasonable manner having regard in each case to the criteria stipulated in the ETI Security Conditions, the hedging arrangements in respect of the Securities and the nature of the relevant ETI and related ETI Interests.

## ANNEX 5

## ADDITIONAL TERMS AND CONDITIONS FOR DEBT SECURITIES

If specified as applicable in the applicable Final Terms, (a) the terms and conditions applicable to Notes specified in the applicable Final Terms as Debt Securities shall comprise the terms and conditions of Notes (the "**Note Conditions**") and the additional Terms and Conditions for Debt Securities set out below (the "**Debt Security Conditions**") and (b) the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Debt Securities shall comprise the terms and conditions of W&C Securities (the "**W&C Security Conditions**") and the Debt Security Conditions, in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Note Conditions or the W&C Security Conditions, as applicable, and (ii) the Debt Security Conditions, the Debt Security Conditions shall prevail. References in the Debt Security Conditions to "Security" or "Securities" shall be deemed to be references to "Note" or "Notes" or "W&C Security" or "W&C Securities" as the context admits.

### 1. Settlement Price

"**Settlement Price**" means, unless otherwise stated in the applicable Final Terms, in relation to each Cash Settled Security, or in the case of Warrants, if Units are specified in the applicable Final Terms, each Unit, as the case may be, subject as referred to in "Averaging Date" or "Valuation Date":

(a) in the case of Debt Securities relating to a basket of Debt Instruments, an amount equal to the sum of the values calculated for each Debt Instrument as (x) the bid price for such Debt Instrument as determined by or on behalf of the Calculation Agent by reference to the bid price for such Debt Instrument appearing on the Relevant Screen Page at the Valuation Time on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date, or if such price is not available, the arithmetic mean of the bid prices for such Debt Instrument at the Valuation Time on such Averaging Date or the Valuation Date, as the case may be, as received by it from two or more market-makers (as selected by the Calculation Agent) in such Debt Instrument, such bid prices to be expressed as a percentage of the nominal amount of such Debt Instrument (y) multiplied by the product of the nominal amount of such Debt Instrument and the relevant Weighting; and

(b) in the case of Debt Securities relating to a single Debt Instrument, an amount equal to (x) the bid price for the Debt Instrument as determined by or on behalf of the Calculation Agent by reference to the bid price for such Debt Instrument appearing on the Relevant Screen Page at the Valuation Time on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date, or if such price is not available, the arithmetic mean of the bid prices for such Debt Instrument at the Valuation Time on such Averaging Date or the Valuation Date, as the case may be, as received by it from two or more market-makers (as selected by the Calculation Agent) in such Debt Instrument, such bid prices to be expressed as a percentage of the nominal amount of the Debt Instrument (y) multiplied by the nominal amount of such Debt Instrument.

### 2. Exchange Business Day

"**Exchange Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Exchange Business Day Centre(s) specified in the applicable Final Terms.

**3. Market Disruption**

"**Market Disruption Event**" shall mean, in respect of a Debt Instrument, the suspension of or limitation imposed on trading either on any exchange on which such Debt Instrument is traded or on any exchange on which options contracts or futures contracts with respect to such Debt Instrument are traded if, in the determination of the Calculation Agent, such suspension or limitation is material.

The Issuer shall give notice as soon as practicable to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, that a Market Disruption Event has occurred.

**4. Correction of Debt Instrument Price**

With the exception of any corrections published after the day which is three Business Days prior to the due date for any payment under the Securities, if the price of the relevant Debt Instrument published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities, is subsequently corrected and the correction published by the relevant exchange within the number of days equal to the Debt Instrument Correction Period of the original publication, the price to be used shall be the price of the relevant Debt Instrument as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

**5. Redemption or Cancellation of a Debt Instrument**

Notwithstanding Note Condition 9 and W&C Security Condition 15, if on or prior to the last Averaging Date or the last Valuation Date, any Debt Instrument is redeemed (including any early redemption) or cancelled by the relevant Debt Instrument Issuer (a "**Debt Instrument Redemption Event**"), then, except as may be limited in the case of U.S. Securities:

(a) in the case of Warrants, the Issuer may cancel the Warrants by giving notice to Holders in accordance with W&C Security Condition 10. If the Warrants are so cancelled, the Issuer will pay an amount to each Holder in respect of each Warrant, or if Units are specified in the applicable Final Terms, each Unit being cancelled equal to the fair market value of a Warrant or a Unit, as the case may be, taking into account the Debt Instrument Redemption Event, less, except in the case of Italian Listed Warrants, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10; or

(b) in the case of Notes or Certificates:

(i) unless Delayed Redemption on Occurrence of Debt Instrument Redemption Event is specified as being applicable in the applicable Final Terms, the Issuer may redeem the Securities by giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. If the Securities are so redeemed the Issuer will pay an amount to each Holder in respect of each Security being redeemed at an amount equal to the fair market value of such Security taking into account the Debt Instrument Redemption Event, less, except in the case of Italian Listed Certificates or Italian Listed Notes, as applicable, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable; or

(ii) if Delayed Redemption on Occurrence of Debt Instrument Redemption Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Security taking into account the Debt Instrument Redemption Event less, except in the case of Italian Listed Certificates or Italian Listed Notes, as applicable, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Index Adjustment Amount**") as soon as practicable following the occurrence of the Debt Instrument Redemption Event (the "**Calculated Index Adjustment Amount Determination Date**") and on the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) shall redeem each Security at an amount calculated by the Calculation Agent equal to (x) the Calculated Index Adjustment Amount plus interest accrued from and including the Calculated Index Adjustment Amount Determination Date to but excluding the Redemption Date or the Maturity Date, as the case may be, at a rate equal to 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, the Notional Amount (in the case of a Certificate) or at its nominal amount (in the case of a Note).

The Calculation Agent shall, as soon as practicable, notify the relevant Security Agent or the Registrar, as the case may be, of any determination made by it pursuant to this Debt Security Condition 5 and the action proposed to be taken in relation thereto and such Security Agent or the Registrar, as the case may be, shall make available for inspection by Holders copies of any such determinations.

## 6. Futures Price Valuation

If "Futures Price Valuation" is specified as applicable in the applicable Final Terms the following provisions shall apply to these Debt Security Conditions:

"**Settlement Price**" means an amount equal to the Daily Settlement Price of the relevant Current Exchange-traded Contract as determined by the Calculation Agent on (i) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date.

For the purposes of determining whether a day is a Scheduled Trading Day where Futures Price Valuation applies, "Scheduled Trading Day" will be deemed to mean a day on which the Daily Settlement Price of the relevant Current Exchange-traded Contract is scheduled to be published by the relevant Futures or Options Exchange.

If Futures Price Valuation applies the Disrupted Day provisions in the Note Conditions, the W&C Security Conditions and/or these Debt Security Conditions will not apply in relation to any Current Exchange-traded Contract.

For these purposes:

"**Current Exchange-traded Contract**" means (a) if the Securities are not Rolling Futures Contract Securities, the Exchange-traded Contract and (b) if the Securities are Rolling Futures Contract Securities, the futures contract determined pursuant to Debt Security Condition 7 (Rolling Futures Contract Securities) below.

"**Daily Settlement Price**" means the daily settlement price (howsoever described under the rules of the relevant Futures or Options Exchange or its clearing house) of the relevant Exchange-traded Contract published by the relevant Futures or Options Exchange or its clearing house and as determined by the Calculation Agent.

"**Exchange-traded Contract**" means the futures or options contract(s) specified as such in the applicable Final Terms, in each case, identified by reference to (a) the Synthetic Debt Instrument to which it relates, (b) the Futures or Options Exchange on which each such contract is traded and (c)(i) if the Securities are not Rolling Futures Contract Securities, the delivery or expiry month of such contract or (ii) if the Securities are Rolling Futures Contract Securities, the specified period of each such contract and the Futures Rollover Date.

"**Futures or Options Exchange**" means the relevant exchange specified in the description of the Exchange-traded Contract in the applicable Final Terms or any successor to such exchange.

"**Futures Rollover Date**" means either:

(a) the date specified as such in the applicable Final Terms; or

(b) the date selected by the Calculation Agent in its sole and absolute discretion within the period ("**Futures Rollover Period**") specified in the applicable Final Terms.

"**Non-Commencement or Discontinuance of an Exchange-traded Contract**" means there is no Daily Settlement Price as a result of the fact that trading in the Exchange-traded Contract never commences or is permanently discontinued at any time on or prior to the Valuation Date, Averaging Date or other date for valuation or observation or other relevant date, as the case may be, of the relevant Current Exchange-traded Contract.

Debt Security Condition 3 (Market Disruption), Debt Security Condition 4 (Correction of Debt Instrument Price) and Debt Security Condition 5 (Redemption or Cancellation of a Debt Instrument) will not apply if Futures Price Valuation applies.

If Futures Price Valuation applies, references in the Note Conditions, W&C Security Conditions, Payout Conditions and OET Certificate Conditions to a "Debt Instrument" or "Debt Instruments" are deemed to be references to a Current Exchange-traded Contract or "Current Exchange-traded Contracts", as applicable.

**7. Rolling Futures Contract Securities**

If the applicable Final Terms specify that the Securities are "Rolling Futures Contract Securities", the Securities will be valued by reference to futures contracts relating to the Synthetic Debt Instrument that have delivery or expiry months that do not correspond with the term of the Securities. In such case, on or prior to the Issue Date, the Calculation Agent will select an Exchange-traded Contract and for each following day until the Futures Rollover Date such futures contract will be the Current Exchange-traded Contract. On each Futures Rollover Date the Calculation Agent will select another Exchange-traded Contract and such contract shall be the Current Exchange-traded Contract until the next occurring Futures Rollover Date. Notwithstanding the provisions of Debt Security Condition 8 (Adjustments to an Exchange-traded Contract) or Debt Security Condition 9 (Non-Commencement or Discontinuance of an Exchange-traded Contract) if on a Futures Rollover Date a Non-Commencement or Discontinuance of an Exchange-traded Contract occurs and it is impossible or materially impracticable for the Calculation Agent to select an Exchange-traded Contract and/or at such time hedge the Issuer's obligations in respect of the Securities then:

(a) in the case of Warrants, the Issuer may cancel the Warrants by giving notice to Holders in accordance with W&C Security Condition 10. If the Warrants are so cancelled, the Issuer will pay an amount to each Holder in respect of each Warrant, or if Units are specified in the applicable Final Terms, each Unit being equal to the fair market value of a Warrant or a Unit, as the case may be, taking into account the Non-Commencement or Discontinuance of the Exchange-traded Contract, less, except in the case of Italian Listed Warrants, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and

absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10; or

(b) in the case of Notes or Certificates:

(i) unless Delayed Redemption on Non-Commencement or Discontinuance of an Exchange-traded Contract is specified as being applicable in the applicable Final Terms, the Issuer may redeem the Securities by giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. If the Securities are so redeemed the Issuer will pay an amount to each Holder in respect of each Security being redeemed equal to the fair market value of such Security taking into account the Non-Commencement or Discontinuance of the Exchange-traded Contract, less, except in the case of Italian Listed Certificates or Italian Listed Notes, as applicable, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable; or

(ii) if Delayed Redemption on Non-Commencement or Discontinuance of an Exchange-traded Contract is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Security taking into account the Non-Commencement or Discontinuance of the Exchange-traded Contract less, except in the case of Italian Listed Certificates or Italian Listed Notes, as applicable, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Contract Adjustment Amount**") as soon as practicable following the occurrence of the Non-Commencement or Discontinuance of the Exchange-traded Contract (the "**Calculated Contract Adjustment Amount Determination Date**") and on the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) shall redeem each Security at an amount calculated by the Calculation Agent equal to (x) the Calculated Contract Adjustment Amount plus interest accrued from and including the Calculated Contract Adjustment Amount Determination Date to but excluding the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) at a rate equal to 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, the Notional Amount (in the case of Certificates) or at its nominal amount (in the case of Notes).

**8. Adjustments to an Exchange-traded Contract**

In the event that the terms of an Exchange-traded Contract are changed or modified by the Futures or Options Exchange, the Calculation Agent shall make the appropriate adjustment, if any, to any of the Conditions and/or the applicable Final Terms to account for such change or modification.

**9. Non-Commencement or Discontinuance of an Exchange-traded Contract**

Where there is a Non-Commencement or Discontinuance of an Exchange-traded Contract, the Issuer in its sole and absolute discretion may take the action described in (a) or (b) below or require the Calculation Agent to take the action described in (c) below:

(a) in the case of Warrants, cancel the Warrants by giving notice to Holders in accordance with W&C Security Condition 10. If the Warrants are so cancelled, the Issuer will pay an amount to each Holder in respect of each Warrant, or if Units are specified in the applicable Final Terms, each Unit being cancelled equal to the fair market value of a Warrant or a Unit, as the case may be, taking into

account the Non-Commencement or Discontinuance of an Exchange-traded Contract, less, except in the case of Italian Listed Warrants, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10;

(b) in the case of Notes or Certificates:

(i) unless Delayed Redemption on Non-Commencement or Discontinuance of an Exchange-traded Contract is specified as being applicable in the applicable Final Terms, the Issuer may redeem the Securities by giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. If the Securities are so redeemed the Issuer will pay an amount to each Holder in respect of each Security being redeemed equal to the fair market value of such Security taking into account the Non-Commencement or Discontinuance of an Exchange-traded Contract, less, except in the case of Italian Listed Certificates or Italian Listed Notes, as applicable, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable; or

(ii) if Delayed Redemption on Non-Commencement or Discontinuance of an Exchange-traded Contract is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Security taking into account the Non-Commencement or Discontinuance of an Exchange-traded Contract less, except in the case of Italian Listed Certificates or Italian Listed Notes, as applicable, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Contract Adjustment Amount**") as soon as practicable following the Non-Commencement or Discontinuance of an Exchange-traded Contract (the "**Calculated Contract Adjustment Amount Determination Date**") and on the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) shall redeem each Security at an amount calculated by the Calculation Agent equal to (x) the Calculated Contract Adjustment Amount plus interest accrued from and including the Calculated Contract Adjustment Amount Determination Date to but excluding the Redemption Date or the Maturity Date, as the case may be, at a rate equal to 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, the Notional Amount (in the case of a Certificate) or at its nominal amount (in the case of a Note); or

(c) (i) replace the relevant Exchange-traded Contract affected by the Non-Commencement or Discontinuance of an Exchange-traded Contract (the "**Affected Exchange-traded Contract**") with a substitute Exchange-traded Contract (the "**Substitute Exchange-traded Contract**") which, in the Calculation Agent's sole and absolute discretion, has similar contract specifications to those of the Affected Exchange-traded Contract and (ii) make such adjustments to adjust such terms of the Securities as it determines in its sole and absolute discretion to be appropriate to preserve the economic position of the Holders prior to such replacement. Such replacement will be deemed to be effective as of the date selected by the Calculation Agent, in its sole and absolute discretion, and specified in the notice referred to below. The Substitute Exchange-traded Contract will be deemed to be an "**Exchange-traded Contract**" for the purposes of the Securities.

Notwithstanding the foregoing, in the case of Italian Listed Securities or Italian Listed Notes, as applicable, the Calculation Agent will adjust any relevant terms of (i) the W&C Securities (in the case of Italian Listed Securities) or (ii) the Notes (in the case of Italian Listed Notes) as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Securities.

The Calculation Agent shall, as soon as practicable, notify the relevant Security Agent or the Registrar, as the case may be, of any determination made by it pursuant to this Debt Security Condition 9 and the action proposed to be taken in relation thereto and such Security Agent or the Registrar, as the case may be, shall make available for inspection by Holders copies of any such determinations.

**10. Correction of the Daily Settlement Price**

With the exception of any corrections published after the day which is three Business Days prior to the due date for any payment under the Securities, if the Daily Settlement Price published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction is published by the relevant Futures or Options Exchange, within the number of days equal to the Daily Settlement Price Correction Period of the original publication, the Daily Settlement Price to be used shall be the Daily Settlement Price as so corrected. Corrections published after the day which is three Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

**11. Definitions**

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades in the relevant securities or contracts.

"**Clearance System Days**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions.

"**Daily Settlement Price Correction Period**" means the period specified as such in the applicable Final Terms or if none, one Settlement Cycle.

"**Debt Instrument Correction Period**" means the period specified as such in the applicable Final Terms or if none, one Settlement Cycle.

"**Debt Instrument Issuer**" means, in respect of a Debt Instrument, the issuer of such Debt Instrument.

"**Disrupted Day**" means any Scheduled Trading Day on which a Market Disruption Event has occurred.

"**Scheduled Trading Day**" means an Exchange Business Day.

"**Settlement Cycle**" means, in respect of a Debt Security or Exchange-traded Contract, the period of Clearance System Days following a trade in such security or contract, as the case may be, on the relevant exchange in which settlement will customarily occur according to the rules of such exchange.

## ANNEX 6

## ADDITIONAL TERMS AND CONDITIONS FOR COMMODITY SECURITIES

If specified as applicable in the applicable Final Terms, (a) the terms and conditions applicable to Notes specified in the applicable Final Terms as Commodity Securities shall comprise the terms and conditions of Notes (the "**Note Conditions**") and the additional Terms and Conditions for Commodity Securities set out below (the "**Commodity Security Conditions**") and (b) the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Commodity Securities shall comprise the terms and conditions of W&C Securities (the "**W&C Security Conditions**") and the Commodity Security Conditions, in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Note Conditions or the W&C Security Conditions, as applicable, and (ii) the Commodity Security Conditions, the Commodity Security Conditions shall prevail. References in the Commodity Security Conditions to "Security" or "Securities" shall be deemed to be references to "Note" or "Notes" or W&C Security" or "W&C Securities" as the context admits.

### 1. Definitions

"**Basket Component**" means any Commodity or Commodity Index comprised in a Basket of Commodities;

"**Basket of Commodities**" means a basket comprising two or more Commodities and/or Commodity Indices;

"**Commodity**" means, subject to adjustment in accordance with this Annex, the commodity (or commodities) or futures contract on a commodity (or commodities) specified in the applicable Final Terms, and related expressions shall be construed accordingly and for the avoidance of doubt, each of climatic variables, freight rates and emissions allowances may be a Commodity for the purposes of this Annex and the applicable Final Terms;

"**Commodity Business Day**" means:

(a) in respect of a Commodity or a Commodity Index:

(i) where the Commodity Reference Price for the relevant Commodity or Commodity Index is announced or published by an Exchange, any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which each relevant Exchange is open for trading during its regular trading sessions and notwithstanding any such Exchange closing prior to its scheduled closing time; or

(ii) a day in respect of which the relevant Price Source published (or, but for the occurrence of a Market Disruption Event, would have published) a price for the relevant Commodity or Commodity Index; or

(b) in the case of a Basket of Commodities, a day on which the Commodity Reference Price in respect of all of the Basket Components is scheduled to be published or announced in accordance with (i) and (ii) above;

"**Commodity Disrupted Day**" means any day on which a Market Disruption Event has occurred;

"**Commodity Fallback Value**" means:

(i) in respect of any Commodity, the arithmetic mean of the quotations provided to the Calculation Agent by each of the Reference Dealers as its Commodity Reference Price for the relevant Pricing Date of the relevant Commodity, provided that if only three such quotations are so provided, the Commodity

Fallback Value shall be the Commodity Reference Price remaining after disregarding the Commodity Reference Prices having the highest and lowest values (or if more than one such highest or lowest, one only of them). If fewer than three such quotations are so provided, it will be deemed that such value cannot be determined and the relevant value shall be the good faith estimate of the Calculation Agent; or

(ii) in respect of any Commodity Index or Basket of Commodities, the price for such Commodity Index or Basket of Commodities, as the case may be, in respect of the relevant Pricing Date determined by the Calculation Agent using the current applicable method of calculating such Commodity Index or the method for determining the value of the Basket of Commodities, as the case may be, as set out in the applicable Final Terms using the price or level for each Index Component or Basket Component, as the case may be, determined as follows:

(a) in respect of each Index Component or Basket Component, as the case may be, which is not affected by the Market Disruption Event, the closing price or level or settlement price, as applicable, of such Index Component or Basket Component, as the case may be, on such Pricing Date; and

(b) in respect of each Index Component or Basket Component, as the case may be, which is affected by the Market Disruption Event (each an "**Affected Item**"), the closing price or level or settlement price, as applicable, for such Affected Item on the first succeeding Pricing Date that is not a Commodity Disrupted Day, unless each of the number of consecutive Pricing Dates equal to the Specified Maximum Days of Disruption immediately following the Scheduled Pricing Date is a Commodity Disrupted Day. In that case, (i) the last such consecutive Pricing Date shall be deemed to be the Pricing Date for the Affected Item, notwithstanding the fact that such day is a Commodity Disrupted Day, and (ii) the Calculation Agent shall determine the price or level of such Affected Item based upon the price at which the Issuer is able to sell or otherwise realise any hedge positions in respect of the Securities during the period of five Commodity Business Days following the last such consecutive Pricing Date;

"**Commodity Index**" means each index specified as such in the applicable Final Terms or an index comprising one or more commodities, contracts for the future delivery of a commodity, indices linked to a single commodity or indices comprised of multiple commodities (each an "**Index Component**");

"**Commodity Reference Price**" means, in respect of any Commodity or any Commodity Index, the Commodity Reference Price specified in the applicable Final Terms;

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

(a) if the Securities are not Rolling Futures Contract Securities:

(i) if a date is, or a month and year are, specified in the applicable Final Terms, that date or that month and year;

(ii) if a Nearby Month is specified in the applicable Final Terms, the month of expiration of the relevant Futures Contract; and

(iii) if a method is specified in the applicable Final Terms for the purpose of determining the Delivery Date, the date or the month and year determined pursuant to that method;

(b) if the Securities are Rolling Futures Contract Securities, the delivery date for a futures contract selected by the Calculation Agent acting in good faith and in a commercially reasonable manner on the Futures Rollover Date or if none the Issue Date.

"**Disappearance of Commodity Reference Price**" means (a) the permanent discontinuation of trading, in the relevant Futures Contract on the relevant Exchange or (b) the disappearance of, or of trading in, the relevant Commodity or Index Component or (c) the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price, notwithstanding the availability of the related Price Source or the status of trading in the relevant Futures Contract, Commodity or Index Component;

"**Disruption Fallback**" means a source or method that may give rise to an alternative basis for determining the Relevant Price in respect of a specified Commodity Reference Price when a Market Disruption Event occurs or exists on a day that is a Pricing Date (or, if different, the day on which prices for that Pricing Date would, in the ordinary course, be published or announced by the Price Source). A Disruption Fallback is applicable if it is specified in the applicable Final Terms or, if no Disruption Fallback is specified, the Calculation Agent shall determine the relevant actions in accordance with Commodity Security Condition 3 (Consequences of a Market Disruption Event and Disruption Fallbacks).

"**Exchange**" means, in respect of a Commodity, the exchange or principal trading market for such Commodity specified in the applicable Final Terms or in the Commodity Reference Price and in the case of a Commodity Index, the exchange or principal trading market for each Index Component comprising such Commodity Index;

"**Final Pricing Date**" or "**Final Interest Pricing Date**" means the date specified as such in the applicable Final Terms. References in these Conditions to "Final Pricing Date" shall be deemed to apply mutatis mutandis in respect of any "Final Interest Pricing Date";

"**Futures Contract**" means, in respect of a Commodity Reference Price, the contract for future delivery of a contract size in respect of the relevant Delivery Date relating to the Commodity referred to in that Commodity Reference Price;

"**Futures Rollover Date**" means either:

(a) the date specified as such in the applicable Final Terms; or

(b) the date selected by the Calculation Agent in its sole and absolute discretion within the period ("**Futures Rollover Period**") specified in the applicable Final Terms.

"**Index Component Disruption Event**" means:

(a) the Commodity Reference Price published by the Price Source on any Pricing Date includes, or is derived from, a price for one or more Index Components published on any date between the Issue Date and such Pricing Date that is not a price published by the usual exchange or price source, but is a price determined by the Price Source; or

(b) the Commodity Reference Price published by the Price Source on any Pricing Date includes, or is derived from, a price for one or more Index Components published by the usual exchange or price source on any date between the Issue Date and such Pricing Date that, in the opinion of the Calculation Agent, has been calculated or published subject to the occurrence of market disruption or similar, or otherwise not in accordance with the usual, then-current, method used by such exchange or price source;

"**Initial Pricing Date**" or "**Initial Interest Pricing Date**" means the date specified as such in the applicable Final Terms. References in these Conditions to "Initial Pricing Date" shall be deemed to apply *mutatis mutandis* in respect of any "Initial Interest Pricing Date";

"**Intraday Price**" means, in respect of a Commodity, Commodity Index or Index Component and any time on a Pricing Date, the Relevant Price of such Commodity, Commodity Index or Index Component at such time on such day, as determined by the Calculation Agent, subject as provided in Commodity Security Condition 3 (Consequences of a Market Disruption Event and Disruption Fallbacks) and if applicable Commodity Condition 4 (Adjustments to a Commodity Index);

"**Limit Price Event**" means that the settlement price of any Commodity or Index Component has increased or decreased from the previous day's published settlement price by an amount equal to the maximum amount permitted under the applicable exchange rules for such Commodity or Index Component.

"**Material Change in Content**" means the occurrence since the Trade Date of a material change in the content, composition or constitution of the relevant Commodity or Futures Contract or, in the case of a Commodity Index, Index Component;

"**Material Change in Formula**" means the occurrence since the Trade Date of a material change in the formula for or the method of calculating the relevant Commodity Reference Price or any Index Component used to calculate the Commodity Reference Price;

"**Nearby Month**", when preceded by a numerical adjective, means, in respect of a Delivery Date and a Pricing Date, the month of expiration of the Futures Contract identified by that numerical adjective, so that, for example, (a) "First Nearby Month" means the month of expiration of the first Futures Contract to expire following that Pricing Date; (b) "Second Nearby Month" means the month of expiration of the second Futures Contract to expire following that Pricing Date; and (c) "Sixth Nearby Month" means the month of expiration of the sixth Futures Contract to expire following that Pricing Date;

"**Price Source**" means the publication (or such other origin of reference, including an Exchange or Index Sponsor or Index Calculation Agent) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) specified in the relevant Commodity Reference Price;

"**Price Source Disruption**" means (a) the failure of the Price Source to announce or publish the Specified Price (or the information necessary for determining the Specified Price) for the relevant Commodity Reference Price, or (b) the temporary or permanent discontinuance or unavailability of the Price Source;

"**Pricing Date**" or "**Interest Pricing Date**" means each date specified in the Final Terms as being the Initial Pricing Date, an Averaging Date, an Observation Date, an Automatic Early Redemption Valuation Date or the Final Pricing Date or if any such date is not a Commodity Business Day, the immediately succeeding Commodity Business Day, unless, in the opinion of the Calculation Agent, such day is a Commodity Disrupted Day, in which case,

the relevant Pricing Date or Interest Pricing Date, as applicable, shall be the first succeeding Commodity Business Day that is not a Commodity Disrupted Day, unless each of the number of consecutive Commodity Business Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Pricing Date or Scheduled Interest Pricing Date, as the case may be, is a Commodity Disrupted Day. In that case, (A) the last such consecutive Commodity Business Day shall be deemed to be the Pricing Date or Interest Pricing Date, as the case may be, notwithstanding the fact that such day is a Commodity Disrupted Day, and (B) the Calculation Agent shall take action in accordance with the provisions of Commodity Security Condition 3 (Consequences of a Market Disruption Event and Disruption Fallbacks).References in these

Conditions to "Pricing Date" shall be deemed to apply *mutatis mutandis* in respect of any "Interest Pricing Date";

"**Reference Dealers**" means four leading dealers in the relevant Commodities market selected by the Calculation Agent;

"**Relevant Price**" means, for any Pricing Date, the price, expressed as a price per unit of the Commodity, the price of the Commodity Index or any Index Component, determined with respect to that day for the specified Commodity Reference Price calculated as provided in these Commodity Security Conditions and the applicable Final Terms;

"**Scheduled Pricing Date**" or "Scheduled Interest Pricing Date" means any original date that, but for the occurrence of an event causing a Market Disruption Event, would have been a Pricing Date. References in these Conditions to "Scheduled Pricing Date" shall be deemed to apply *mutatis mutandis* in respect of any "Scheduled Interest Pricing Date";

"**Scheduled Trading Day**" means, if the Securities are Hybrid Securities and Hybrid Business Day is specified as applicable in the applicable Final Terms, for the purpose of determining whether a day is a Hybrid Business Day, a Commodity Business Day;

"**Settlement Price**" means, in respect of a single Commodity, the Relevant Price, or, in the case of a Basket of Commodities, the sum of the values calculated in respect of each Basket Component as the Relevant Price of such Basket Component multiplied by the relevant Weighting;

"**Specified Maximum Days of Disruption**" means five (5) Commodity Business Days or such other number of Specified Maximum Days of Disruption specified in the applicable Final Terms;

"**Specified Price**" means, in respect of a Commodity Reference Price for a Commodity Index, (A) the closing or (B) daily official level of such Commodity Index and in respect of any other Commodity Reference Price, any of the following prices (which must be a price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source), as specified in the applicable Final Terms (and, if applicable, as of the time so specified): (a) the high price; (b) the low price; (c) the average of the high price and the low price; (d) the closing price; (e) the opening price; (f) the bid price; (g) the asked price; (h) the average of the bid price and the asked price; (i) the settlement price; (j) the official settlement price; (k) the official price; (l) the morning fixing; (m) the afternoon fixing; (n) the spot price; (o) the arithmetic average of bid and offer prices at 5.30pm (CET time) on the Pricing Date;

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

"**Trading Disruption**" means the material suspension of, or the material limitation imposed on, trading in the relevant Futures Contract or the Commodity or, in the case of a Commodity Index, Index Component on the Exchange or in any additional futures contract, options contract, commodity index or commodity on any Exchange as specified in the applicable Final Terms. For these purposes:

(a) a suspension of the trading in the Futures Contract, Commodity or Index Component, as the case may be, on any Commodity Business Day shall be deemed to be material only if:

(i) all trading in the Futures Contract, Commodity or Index Component, as the case may be, is suspended for the entire Pricing Date; or

(ii) all trading in the Futures Contract, Commodity or Index Component, as the case may be, is suspended subsequent to the opening of trading on the Pricing Date, trading does not recommence prior to the regularly scheduled close of trading in such Futures Contract, Commodity or Index Component, as the case may be, on such Pricing Date and such suspension is announced less than one hour preceding its commencement; and

(b) a limitation of trading in the relevant Futures Contract, Commodity or Index Component, as the case may be, on any Commodity Business Day shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of the relevant Futures Contract, Commodity or Index Component, as the case may be, may fluctuate and the closing or settlement price of the relevant Futures Contract, Commodity or Index Component, as the case may be, on such day is at the upper or lower limit of that range.

**2. Market Disruption**

"**Market Disruption Event**" means, in respect of a relevant Commodity or Commodity Index and as determined by the Calculation Agent, the occurrence or existence of:

(a) in the case of all Commodities and each Commodity Index, a Price Source Disruption, Trading Disruption, Disappearance of Commodity Reference Price, Limit Price Event; and in addition

(b) in the case of each Commodity Index and all Commodities other than Gold, Silver, Platinum or Palladium, Material Change in Formula, Material Change in Content and/or Tax Disruption; and in addition

(c) in the case of a Commodity Index, an Index Component Disruption Event.

The Calculation Agent shall give notice as soon as practicable to Holders, in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, of the occurrence of a Market Disruption Event and the action proposed to be taken in relation thereto.

**3. Consequences of a Market Disruption Event and Disruption Fallbacks**

Upon a Market Disruption Event occurring or continuing on any Pricing Date (or, if different, the day on which prices for that Pricing Date would, in the ordinary course, be published by the Price Source), the Calculation Agent may, in its sole and absolute discretion, take the action described in (a), (b) or (c) below:

(a) the Calculation Agent shall determine if such event has a material effect on the Securities and, if so shall calculate the relevant Interest Amount (in the case of Notes and Certificates) and/or Cash Settlement Amount and/or make any other relevant calculation using, in lieu of a published price or level for that Commodity or Commodity Index, as the case may be, the price or level for that Commodity or Commodity Index as determined by the Calculation Agent using the Commodity Fallback Value; or

(b) the Calculation Agent may substitute the relevant Commodity, Commodity Reference Price or Index Component with a Commodity, Commodity Reference Price or Index Component, as the case may be, selected by it in accordance with the criteria set out below (each, a "**Substitute Commodity**", "**Substitute Commodity Reference Price**" or a "**Substitute Index Component**") for each Commodity, Commodity Reference Price or Index Component, as the case may be, (each, an "**Affected Commodity**", "**Affected Commodity Reference Price"** or "**Affected Index**

**Component**", as the case may be), which is affected by the Market Disruption Event and the Substitute Commodity, Substitute Commodity Reference Price or Substitute Index Component, as the case may be, will be deemed to be a "**Commodity**", "**Commodity Reference Price**" or an "**Index Component**", as the case may be, for the purposes of the Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of the Exercise Price (in the case of Warrants) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Securities was to be determined by reference to the initial price of the Commodity, the Commodity Reference Price or the Index Component, as the case may be, the initial price or level of each Substitute Commodity, Substitute Commodity Reference Price or Substitute Index Component, as the case may be, will be determined by the Calculation Agent in its sole and absolute discretion.

In order to be selected as a Substitute Commodity, the Substitute Commodity shall be valued on the basis of a futures contract on similar terms to, with a delivery date corresponding with and relating to the same Commodity as the Affected Commodity.

In order to be selected as a Substitute Commodity Reference Price, the Substitute Commodity Reference Price shall be a benchmark, price or quotation selected by the Calculation Agent, acting in good faith and a commercially reasonable manner and which in its determination is or will be used by market participants as a substitute for the Affected Commodity Reference Price.

In order to be selected as a Substitute Index Component, the Substitute Index Component shall be an alternative futures contract or commodity index relating to a futures contract on similar terms to the Affected Index Component.

Such substitution and the relevant adjustment(s) will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") in its sole and absolute discretion which may, but need not, be the relevant date of the Market Disruption Event. Such substitution will be notified to the Holders as soon as practicable after the Substitution Date in accordance with W&C Security Condition 10 or Note Condition 16, as applicable; or

(c) the Issuer shall cancel (in the case of Warrants) or redeem (in the case of Notes or Certificates) all but not some only of the Securities, each Security being cancelled or redeemed by payment of an amount equal to the fair market value of such Security, less, except in the case of Italian Listed Securities or Italian Listed Notes, as applicable, the cost to the Issuer of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payment shall be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

**4. Adjustments to a Commodity Index**

(a) Successor Index Sponsor Calculates and Reports a Commodity Index

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

(b) Modification and Cessation of Calculation of a Commodity Index

If (a) on or prior to the last Averaging Date, the last Observation Date, the Final Interest Pricing Date or the Final Pricing Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Commodity Index or in any other way materially modifies that Commodity Index (other than a modification prescribed in that formula or method to maintain the Commodity Index in the event of changes in constituent contracts or commodities and other routine events) (a "**Commodity Index Modification**"), or permanently cancels a relevant Commodity Index and no Successor Commodity Index exists (a "**Commodity Index Cancellation**"), or (b) on any Averaging Date, Observation Date, Interest Pricing Date or other Pricing Date, the Index Sponsor or (if applicable) the Successor Index Sponsor fails to calculate and announce a relevant Commodity Index (a "**Commodity Index Disruption**" and, together with a Commodity Index Modification and a Commodity Index Cancellation, each a "**Commodity Index Adjustment Event**"), then except as may be limited in the case of U.S. Securities:

(i) the Calculation Agent shall determine if such Commodity Index Adjustment Event has a material effect on the Securities and, if so, shall calculate the Relevant Price using, in lieu of a published level for that Commodity Index, the Commodity Fallback Value; or

(ii) the Issuer may cancel (in the case of Warrants) or redeem (in the case of Notes or Certificates) the Securities by giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. If the Securities are so cancelled or redeemed, the Issuer will pay an amount to each Holder in respect of each Security being cancelled or redeemed at an amount equal to the fair market value of a Security, taking into account the Commodity Index Adjustment Event, less, except in the case of Italian Listed Securities or Italian Listed Notes, as applicable, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

Notwithstanding the foregoing, in the case of Italian Listed Securities or Italian Listed Notes, as applicable, the Calculation Agent will adjust any relevant terms of (i) the W&C Securities (in the case of Italian Listed Securities) or (ii) the Notes (in the case of Italian Listed Notes) as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Securities.

**5. Correction of Commodity Reference Price**

With the exception of any corrections published after the day which is three Commodity Business Days prior to the due date for any payment under the Securities, if the Commodity Reference Price published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction published by the relevant Exchange or any other person responsible for the publication or announcement of the Commodity Reference Price within 30 calendar days of the original publication, the price to be used shall be the price of the relevant Commodity as so corrected. Corrections published after the day which is three Commodity Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount.

**6. Rolling Futures Contract Securities**

If the applicable Final Terms specify that the Securities are "Rolling Futures Contract Securities", the Commodity Reference Price in respect of the Securities will be valued by reference to rolling futures contracts each of which have delivery months that do not correspond with the term of the Securities. In such case, on or prior to the Issue Date, the Calculation Agent will select the relevant Futures Contract and for each following day until the Futures Rollover Date such futures contract will be the Futures Contract for the purposes of the

Commodity Reference Price. On each Futures Rollover Date, the Calculation Agent will select another Futures Contract and such contract shall be the Futures Contract for the purposes of the Commodity Reference Price until the next occurring Futures Rollover Date. If on a Futures Rollover Date a Market Disruption Event or a Commodity Index Adjustment Event occurs and it is impossible or materially impracticable for the Calculation Agent to select a Futures Contract and/or at such time hedge the Issuer's obligations in respect of the Securities then the provisions of Commodity Security Condition 3 (Consequences of a Market Disruption Event and Disruption Fallbacks) and Commodity Security Condition 4 (Adjustments to a Commodity Index), as applicable, shall apply to the Securities.

## ANNEX 7

## ADDITIONAL TERMS AND CONDITIONS FOR INFLATION INDEX SECURITIES

If specified as applicable in the applicable Final Terms, (a) the terms and conditions applicable to Notes specified in the applicable Final Terms as Inflation Index Securities shall comprise the terms and conditions of Notes (the "**Note Conditions**") and the additional Terms and Conditions for Inflation Index Securities set out below (the "**Inflation Index Security Conditions**") and (b) the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Inflation Index Securities shall comprise the terms and conditions of W&C Securities (the "**W&C Security Conditions**") and the Inflation Index Security Conditions, in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Note Conditions or the W&C Security Conditions, as applicable, and (ii) the Inflation Index Security Conditions, the Inflation Index Security Conditions shall prevail. References in the Inflation Index Securities Conditions to "Security" or "W&C Securities" shall be deemed to be references to "Note" or "Notes" or W&C Security" and "W&C Securities" as the context admits.

### 1. Definitions

"**Cut-Off Date**" means, in respect of a Valuation Date, five Business Days prior to such Valuation Date;

"**Delayed Index Level Event**" means, in respect of any Valuation Date, that the Index Sponsor fails to publish or announce the Relevant Level;

"**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 Cash Settlement Amount which is calculated by reference to the Inflation Index, with a maturity date which falls on (a) the same day as the Settlement Date (in the case of Warrants), the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes), (b) the next longest maturity after the Settlement Date, the Redemption Date or Maturity Date, as the case may be, if there is no such bond maturing on the Settlement Date, the Redemption Date or Maturity Date, as the case may be, or (c) the next shortest maturity before the Settlement Date, the Redemption Date or Maturity Date, as the case may be, if no bond defined in (a) or (b) is selected by the Calculation Agent. If the Inflation Index relates to the level of inflation across the European Monetary Union, the Calculation Agent will select an inflation-linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays a coupon or Cash Settlement 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);

"**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 Inflation Index and/or the Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index and no Successor Index exists;

"**Index Modification**" means, in relation to an Inflation Index, 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 Inflation Index which as of the Issue Date of the Securities is the index sponsor set out 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;

"**Rebased Index**" has the meaning given to it under Inflation Index Security 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 Reference 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 Settlement Date or Redemption Date, as the case may be, 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 Settlement Date (in the case of Warrants) or Redemption Date (in the case of Certificates) or Maturity Date (in the case of Notes), (a) the Related Bond is settled, 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**" means, in respect of any Valuation Date, the level of the Inflation Index, in respect of any Reference Month which is to be utilised in any calculation or determination to be made by the Issuer in respect of such Settlement Date, Redemption Date or Maturity Date, as the case may be, at any time on or prior to the Cut-Off Date;

"**Settlement Price**" means, unless otherwise stated in the applicable Final Terms, in relation to each Cash Settled Security, or, in the case of Warrants, if Units are specified in the applicable Final Terms, each Unit, as the case may be, the Relevant Level;

"**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 Security 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 Security Condition 2 (Delay in Publication) below.

"**Valuation Date**" means the date (in the case of Warrants), or the Interest Valuation Date and/or the Redemption Valuation Date (in the case of Notes or Certificates) specified in the applicable Final Terms;

## 2. Delay in Publication

If the Calculation Agent determines that a Delayed Index Level Event in respect of an Inflation Index has occurred with respect to any Valuation 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 Valuation Date (the "**Substitute Inflation Index Level**") shall be determined by the Calculation Agent (subject to Inflation Index Security 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

(b) 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:

Substitute Inflation Index Level = Base Level × (Latest Level/Reference Level);

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.

The Issuer shall promptly give notice to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, of any Substitute Inflation Index Level.

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 Security 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 Securities 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 corresponding successor index determined under the terms and conditions of the Related Bond;

(b) if (i) Related Bond is specified as not applicable in the applicable Final Terms or (ii) 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";

(c) 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 received 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

(d) if the Calculation Agent determines that there is no appropriate alternative index there will be deemed to be no Successor 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 Securities. 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 holders of the Inflation Index Securities by the Issuer in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

## 4. Adjustments

### 4.1 Successor Inflation Index

If a Successor Inflation Index is determined in accordance with Inflation Index Security Condition 3 (Successor Inflation Index) above, the Calculation Agent may make any adjustment or adjustments (without limitation) to the final Cash Settlement Amount or Final Redemption Amount payable under the Securities (if any) and/or any other relevant term of the Securities as the Calculation Agent deems necessary. The Issuer shall give notice to the Holders of any such adjustment in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

### 4.2 Substitute Inflation Index Level

If the Calculation Agent determines a Substitute Inflation Index Level in accordance with Inflation Index Security Condition 2 (Delay in Publication) above, the Calculation Agent may make any adjustment or adjustments (without limitation) to (a) the Substitute Inflation Index Level determined in accordance with Inflation Index Security Condition 2 (Delay in Publication) above and/or (b) the Interest Amount (in the case of Notes or Certificates) and/or Cash Settlement Amount or Final Redemption Amount payable under the Securities (if any) and/or any other relevant term of the Securities, in each case, as the Calculation Agent deems necessary. The Issuer shall give notice to the Holders of any such adjustment in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

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 Security 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 Valuation 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 Holders of any valid revision in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

(b) If, within 30 days of publication or at any time prior to a Valuation Date in respect of which a Relevant Level will be used in any calculation or determination in respect of such Valuation Date, the Calculation Agent determines that the Index Sponsor has corrected the Relevant Level to correct a manifest error, the Calculation Agent may make any adjustment to any relevant Interest Amount (in the case of Notes or Certificates) and/or the Cash Settlement Amount or Final Redemption Amount payable under the Securities (if any) and/or any other relevant term of the Securities 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 Holders of any such adjustment and/or amount in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

(c) If a Relevant Level is published or announced at any time after the Cut-Off Date in respect of a Valuation Date in respect of which a Substitute Inflation Index Level was determined, the Calculation Agent may either (i) determine that such Relevant Level shall not be used in any calculation or determination under the Inflation Index Securities and that the Substitute Inflation Index Level shall be deemed to be the definitive Relevant Level for the relevant Reference Month, or (ii) to make any adjustment to any relevant Interest Amount (in the case of Notes or Certificates) and/or the Cash Settlement Amount or Final Redemption Amount payable under the Securities (if any) and/or any other relevant term of the Securities 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. The Issuer shall give notice to the Holders of any determination in respect of (i) or (ii), together with any adjustment or amount in respect thereof, in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

4.4 **Currency**

If the Calculation Agent determines that any event occurs affecting the Specified Currency or Settlement Currency, as applicable, (whether relating to its convertibility into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to the Cash Settlement Amount or Final Redemption Amount, the Exercise Price (in the case of Warrants) and/or any other relevant term of the Securities (including the date on which any amount is payable by the Issuer), the Calculation Agent may make such adjustment or adjustments to any relevant Cash Settlement Amount and/or the Exercise Price (in the case of Warrants) and/or any Interest Amount (in the case of Notes or Certificates) and/or any other relevant term of the Securities as the Calculation Agent deems necessary. The Issuer shall give notice to the Holders of any such adjustment in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

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 Interest Amount (in the case of Notes or Certificates) and/or the Cash Settlement Amount or Final Redemption Amount payable under the Securities (if any) and/or any other term of the Securities as the Calculation Agent may deem necessary. If the Calculation Agent determines that neither (a) nor (b) above would produce a commercially reasonable result, the Issuer may cancel (in the case of Warrants) or redeem (in the case of Notes or Certificates) each Security on a date notified by the Issuer to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, in which event the Issuer will pay to each Holder in respect of each such Security, or, in the case of Warrants, if Units are specified in the applicable Final Terms, each Unit, as the case may be, an amount equal to the fair market value of a Security or a Unit, as the case may be, as determined by the Calculation Agent as at the date of cancellation taking into account the rebasing, less the cost to the Issuer of unwinding or amending any related underlying hedging arrangements. Notice of any adjustment, cancellation of the Securities or determination pursuant to this paragraph shall be given to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

4.6 **Index Modification**

(a) If on or prior to the Cut-Off Date in respect of any Valuation 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 Securities (including, without limitation, the Cash Settlement Amount or Final Redemption Amount payable under the Securities), 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 applicable 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 Inflation Index Securities (including, without limitation, any relevant Interest Amount (in the case of Notes or Certificates) and/or the Cash Settlement Amount or Final Redemption Amount payable under the Securities), 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.

(b) If the Calculation Agent determines that an Index Modification has occurred at any time after the Cut-Off Date in respect of any Valuation Date, the Calculation Agent may determine either to ignore such Index Modification for the purposes of any calculation or determination made by the Calculation Agent with respect to such Valuation Date, in which case the relevant Index Modification will be deemed to have occurred with respect to the immediately succeeding Settlement Date (in the case of Warrants) or Interest Payment Date, Redemption Date (in the case of Certificates) and/or Maturity Date (in the case of Notes), as the case may be, such that the provisions of paragraph (a) above will apply, or, notwithstanding that the Index Modification has occurred following the Cut-Off Date, to make any adjustments as the Calculation Agent deems fit in accordance with paragraph (a) above.

4.7 **Index Cancellation**

If the Calculation Agent determines that an Index Cancellation has occurred, the Issuer may:

(a) elect for the Calculation Agent to calculate the relevant Interest Amount (in the case of Notes or Certificates) and/or relevant level using, in lieu of a published level for that Inflation Index, the level for that Inflation Index, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Inflation Index last in effect prior to cancellation;

(b) cancel (in the case of Warrants) or redeem (in the case of Notes or Certificates) all but not some only of the Securities on the date notified by the Issuer to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, in which event the Issuer will pay to each Holder in respect of such Security, or, in the case of Warrants if Units are specified in the applicable Final Terms, each Unit, as the case may be, held by him an amount equal to fair market value of a Security, or a Unit, as the case may be, as determined by the Calculation Agent as at the date of cancellation taking into account the Index Cancellation, less the cost to the Issuer of unwinding or amending any related underlying hedging arrangements. Notice of any cancellation of the Securities pursuant to this paragraph shall be given to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

## ANNEX 8

## ADDITIONAL TERMS AND CONDITIONS FOR CURRENCY SECURITIES

If specified as applicable in the applicable Final Terms, (a) the terms and conditions applicable to Notes specified in the applicable Final Terms as Currency Securities shall comprise the terms and conditions of Notes (the "**Note Conditions**") and the additional Terms and Conditions for Currency Securities set out below (the "**Currency Security Conditions**") and (b) the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Currency Securities shall comprise the terms and conditions of W&C Securities (the "**W&C Security Conditions**") and the Currency Security Conditions, in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Note Conditions or the W&C Security Conditions, as applicable, and (ii) the Currency Security Conditions, the Currency Security Conditions shall prevail. References in the Currency Security Conditions to "Security" and "Securities" shall be deemed to be references to "Note" or "Notes" or "W&C Security" or "W&C Securities" as the context admits.

### 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 Currency Security 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 Currency Security 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 Digital Observation Date**" means each date specified as such in the applicable Final Terms or, if any such date 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 Currency Security Condition 3 (Consequences of a Disruption Event) shall apply;

"**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 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 or Issuer to obtain a firm quote for such currency in an amount deemed necessary by the Calculation Agent or Issuer to hedge its obligations under the Securities (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 Currency Security 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 Currency Security 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 Currency Security 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 Currency Security Condition 3 (Consequences of a Disruption Event) shall apply;

"**Observation Date**" means each date specified as an Observation Date 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 Currency Security 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 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;

"**Resettable 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 Averaging Date, Strike Day, Strike Date, FX Averaging Dates, FX Digital Observation Date, Knock-in Averaging Date, Knock-out Averaging Date, Knock-in Observation Date, Knock-out Observation Date, Observation Date or Valuation Date, as the case may be;

"**Specified Maximum Days of Disruption**" means the number of days specified in the applicable 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 Currency Security Condition 3 (Consequences of a Disruption Event) shall apply;

"**Strike Day**" means each date specified as such in the applicable Final Terms or, if any such date 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 Currency Security Condition 3 (Consequences of a Disruption Event) shall apply;

"**Strike Period**" means the period specified as such in the applicable Final Terms;

"**Valuation Date**" means the date (in the case of Warrants), or the Interest Valuation Date and/or the Redemption Valuation Date (in the case of Notes or Certificates) 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 Currency Security 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**

The occurrence of any of the following events, in respect of any Base Currency, Subject Currency and/or Subject Currencies, shall be a Disruption Event:

(a) Price Source Disruption;

(b) Illiquidity Disruption;

(c) Dual Exchange Rate; or

(d) any other event that, in the opinion of the Calculation Agent, is analogous to (a), (b) or (c).

The Calculation Agent shall give notice as soon as practicable to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, 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 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 apply the applicable Disruption Fallback in determining the consequences of the Disruption Event.

"**Disruption Fallback**" means a source or method that may give rise to an alternative basis for determining the Settlement Price when a Disruption Event occurs or exists on a day that is 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 (a), (b) (in the case of Warrants) or (c) (in the case of Notes or Certificates) below.

(a) if a Settlement Price Date is a Disrupted Day, the Calculation Agent will determine that the relevant 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 Strike Day) unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the originally scheduled Settlement Price Date 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 Settlement Price Date (irrespective of whether that last consecutive Scheduled Trading Day is already a Settlement Price Date) and may determine the Settlement Price by using commercially reasonable efforts to determine a level for the Subject Currency as of the Valuation Time on the last such consecutive Scheduled Trading Day taking into consideration all available information that in good faith it deems relevant; or

(b) in the case of Warrants, if any Settlement Price Date is a Disrupted Day but is not the final Valuation Date on giving notice to Holders in accordance with W&C Security Condition 10, the Issuer shall cancel all but not some only of the Warrants, each Warrant being cancelled by payment of an amount equal to the fair market value of such Warrant, less, except in the case of Italian Listed Warrants, the cost to the Issuer of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payment shall be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10; or

(c) in the case of Notes or Certificates:

(i) if any Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, and where Delayed Redemption on Occurrence of a Disruption Event is specified as not applicable in the applicable Final Terms, on giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, the Issuer shall redeem all but not some only of the Securities, each Security being redeemed by payment of an amount equal to the fair market value of such Security, less, except in the case of Italian Listed Certificates or Italian Listed Notes, as applicable, the cost to the Issuer of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payment shall be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable; or

(ii) if any Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, and if Delayed Redemption on Occurrence of a Disruption Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Security less, except in the case of Italian Listed Certificates or Italian Listed Notes, as applicable, the cost to the Issuer and/or its affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Currency Disruption Amount**") as soon as practicable following the occurrence of the Disruption Event (the "**Calculated Currency Disruption Amount Determination Date**") and on the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) shall redeem each Security at an amount calculated by the Calculation Agent equal to (x) the Calculated Currency Disruption Amount plus interest accrued from and including the Calculated Currency Disruption Amount Determination Date to but excluding the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) at a rate equal to 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, the Notional Amount (in the case of Certificates) or its nominal amount (in the case of Notes); and/or

(d) notwithstanding any provisions in the Conditions to the contrary, postpone any payment date related to such 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 the

Redemption Date, Maturity Date or Settlement Date, as applicable) 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.

**4. Settlement Price**

"**Settlement Price**" means, in respect of a Subject Currency and a Settlement Price Date, and subject to Currency Security 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, 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, 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 acting in good faith and in a commercially reasonable manner on the basis of each such rate of exchange.

## ANNEX 9

## ADDITIONAL TERMS AND CONDITIONS FOR FUND SECURITIES

If specified as applicable in the applicable Final Terms, (a) the terms and conditions applicable to Notes specified in the applicable Final Terms as Fund Securities shall comprise the terms and conditions of Notes (the "**Note Conditions**") and the additional Terms and Conditions for Fund Securities set out below (the "**Fund Security Conditions**") and (b) the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Fund Securities shall comprise the terms and conditions of W&C Securities (the "**W&C Security Conditions**") and the Fund Security Conditions, in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Note Conditions or the W&C Security Conditions, as applicable, and (ii) the Fund Security Conditions, the Fund Security Conditions shall prevail. References in the Fund Security Conditions to "Security" and "Securities" shall be deemed to be references to "Note" or "Notes" or "W&C Security" or "W&C Securities" as the context admits.

1. **Definitions**

"**AUM Level**" has the meaning given to it in the applicable Final Terms, or if not so specified, with respect to (i) a Mutual Fund, EUR 50,000,000, or (ii) a Hedge Fund, EUR 50,000,000, or the equivalent in any other currency;

"**Averaging Date**" means each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Fund Business Day, the immediately following Fund Business Day;

"**Basket Trigger Event**" means that an Extraordinary Fund Event occurs in respect of one or more Funds comprising the Fund Basket which has or, in the event that an Extraordinary Fund Event has occurred in respect of more than one Fund, together have, a Weighting in the Fund Basket equal to or greater than the Basket Trigger Level;

"**Basket Trigger Level**" has the meaning given to it in the applicable Final Terms or if not so specified, 50 per cent.;

"**Calculation Date**" means each day(s) specified in the applicable Final Terms, or if not so specified, each day which is a Fund Business Day;

"**Delayed Payment Cut-off Date**" has the meaning given in the applicable Final Terms or, if not so specified, the date falling two calendar years after the originally designated Settlement Date, Redemption Date or Termination Date, as the case may be;

"**Extraordinary Fund Event Effective Date**" means, in respect of an Extraordinary Fund Event, the date on which such Extraordinary Fund Event occurs, or has occurred, as determined by the Calculation Agent in its sole and absolute discretion;

"**Final Calculation Date**" means the date specified as such in the applicable Final Terms;

"**Fund**" means each Mutual Fund, Hedge Fund or Private Equity Fund;

"**Fund Basket**" means, where the Fund Securities are linked to the performance of Fund Shares of more than one Fund, a basket comprising such Fund Shares;

"**Fund Business Day**" means either (i) with respect to single Fund, Fund Business Day (Single Fund Share Basis), or (ii) in respect of a Fund Basket, either Fund Business Day (All Fund Shares Basis) or Fund Business

Day (Per Fund Share Basis) as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Fund Business Day (Per Fund Share Basis) shall apply;

"**Fund Business Day (All Fund Shares Basis)**" means, with respect to a Fund Basket, a date (i) that is a Fund Valuation Date for all Fund Shares comprised in the Fund Basket and (ii) on which the Hedge Provider has, or could have, a subscription or redemption order for each such Fund Share executed at the NAV per Fund Share published by the Fund (or the Fund Service Provider that generally publishes or reports such value) in respect of such Fund Valuation Date;

"**Fund Business Day (Per Fund Share Basis)**" means, with respect to a Fund Share, a date (i) that is a Fund Valuation Date in respect of such Fund Share and (ii) on which the Hedge Provider has, or could have, a subscription or redemption order for the Fund Shares executed at the NAV per Fund Share published by the Fund (or the Fund Service Provider that generally publishes or reports such value) in respect of such Fund Valuation Date;

"**Fund Business Day (Single Fund Share Basis)**" means with respect to a Fund Share, a date (i) that is a Fund Valuation Date and (ii) on which the Hedge Provider has, or could have, a subscription or redemption order for the Fund Shares executed at the NAV per Fund Share published by the Fund (or the Fund Service Provider that generally publishes or reports such value) in respect of such Fund Valuation Date;

"**Fund Documents**" means, with respect to any Fund Share, the offering document of the relevant Fund in effect on the Hedging Date specifying, among other matters, the terms and conditions relating to such Fund Share and, for the avoidance of doubt, any other documents or agreements in respect of the Fund, as further described in any Fund Document;

"**Fund Service Provider**" means, in respect of any Fund, any person who is appointed to provide services, directly or indirectly, in respect of such Fund, whether or not specified in the Fund Documents, including any advisor, manager, administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent, sponsor or general partner and any other person specified as such in the applicable Final Terms;

"**Fund Share(s)**" means an ownership interest issued to or held by an investor in a Fund or any other interest specified as such in the applicable Final Terms;

"**Fund Valuation Date**" means any date as of which, in accordance with the Fund Documents, the Fund (or the Fund Service Provider that generally determines such value) is or but for the occurrence of an Extraordinary Fund Event would have been scheduled to determine the NAV per Fund Share;

"**Hedge Fund**" means the hedge fund(s) specified as such in the applicable Final Terms;

"**Hedge Provider**" means the party (being, *inter alios*, the Issuer, the Guarantor (if applicable), the Calculation Agent, an Affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the Securities or where no such party actually hedges such obligations, a Hypothetical Investor, who shall be deemed to enter into transactions as if hedging such obligations. The Hedge Provider will hold or be deemed to hold such number of Fund Shares, or enter or be deemed to enter into any agreement to purchase or deliver, or pay an amount linked to the performance of, such number of Fund Shares as it (or in the case of a Hypothetical Investor, the Calculation Agent) considers would be held by a prudent issuer as a hedge for its exposure under the relevant Securities;

"**Hedging Date**" has the meaning given to it in the applicable Final Terms;

"**Hypothetical Investor**" means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in a Fund Share which is deemed to have the benefits and obligations, as

provided in the relevant Fund Documents, of an investor holding a Fund Share at the relevant time. The Hypothetical Investor may be deemed by the Calculation Agent to be resident or organised in any jurisdiction, and to be, without limitation, the Issuer, the Guarantor (if applicable), the Calculation Agent or any of their affiliates (as determined by the Calculation Agent in the context of the relevant situation);

"**Implied Embedded Option Value**" means an amount (which may never be less than zero) equal to the present value as of the Implied Embedded Option Value Determination Date of any scheduled but unpaid payments under the Securities in respect of the period from (and including) the Extraordinary Fund Event Effective Date to (and including) the Settlement Date, Maturity Date or Redemption Date, as the case may be, as determined by the Calculation Agent in its sole and absolute discretion but, notwithstanding anything to the contrary contained herein, taking into account, without limitation, such factors as the net proceeds actually received from the redemption or sale of any Fund Shares by the Hedge Provider, the volatility of the Fund Shares and any transaction costs;

"**Implied Embedded Option Value Determination Date**" means the date determined by the Calculation Agent to be the earlier of (a) the date on which the Hedge Provider receives redemption proceeds in full in respect of its holding of Fund Shares (which for the avoidance of doubt, may be later than the scheduled Settlement Date, Redemption Date or Maturity Date, as the case may be) or (b) the Delayed Payment Cut-off Date;

"**Initial Calculation Date**" means the date specified as such in the applicable Final Terms, or if not so specified, the Hedging Date;

"**Merger Event**" means, in respect of any relevant Shares and Entity (as defined below), any (i) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share/unit/interest exchange of an Entity with or into another entity or person (other than a consolidation, amalgamation, merger or binding share/unit/interest exchange in which such Entity, is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of an Entity that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share/unit/interest exchange of an Entity or its subsidiaries with or into another entity in which the Entity is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the Extraordinary Fund Event Effective Date, as determined by the Calculation Agent, is on or before the Final Calculation Date. For the purposes of this definition "Merger Event" only, "**Shares**" shall mean the applicable Fund Shares or the shares of any applicable Fund Service Provider, as the context may require, and "**Entity**" shall mean the applicable Fund or any applicable Fund Service Provider, as the context may require.

"**Mutual Fund**" means the mutual fund(s) specified as such in the applicable Final Terms;

"**NAV per Fund Share**" means, with respect to the relevant Fund Shares and a Fund Business Day, (i) the net asset value per Fund Share as of the related Fund Valuation Date, as reported by the Fund Service Provider that generally publishes or reports such value on behalf of the Fund to its investors or a publishing service, or (ii) if the Fund Service Provider of the Fund publishes or reports only the aggregate net asset value of the Fund Shares, the net asset value per Fund Share calculated by the Calculation Agent on the basis of such aggregate net asset value of the Fund Shares divided by the number of Fund Shares issued and outstanding as of the related Fund Valuation Date;

"**NAV Trigger Event**" means, in respect of the Fund Shares, that (i) the NAV per Fund Share has decreased by an amount equal to, or greater than, the NAV Trigger Percentage(s) at any time during the related NAV Trigger Period, or (ii) the Fund has violated any leverage restriction that is applicable to, or affecting, such Fund or its assets by operation of any law, any order or judgement of any court or other agency of government applicable to it or any of its assets, the Fund Documents or any other contractual restriction binding on or affecting the Fund or any of its assets;

"**NAV Trigger Percentage**" means the percentage specified in the applicable Final Terms or, if not so specified, with respect to (i) a Mutual Fund 50 per cent., or (ii) a Hedge Fund 50 per cent.;

"**NAV Trigger Period**" means the period specified in the applicable Final Terms, or if not so specified the period from and including the Initial Calculation Date to and including the Final Calculation Date;

"**Non-Principal Protected Termination Amount**" means an amount per Security determined by the sum of:

(i) the Implied Embedded Option Value; and

(ii) if Delayed Redemption on Occurrence of an Extraordinary Fund Event is specified as being applicable in the applicable Final Terms, the Simple Interest;

"**Number of NAV Publication Days**" means the number of calendar days specified in the applicable Final Terms or if not so specified, with respect to (i) a Mutual Fund, 5 calendar days, or (ii) a Hedge Fund, 10 calendar days;

"**Observation Date**" means each date specified as an Observation Date in the applicable Final Terms, or if any such date is not a Fund Business Day, the immediately succeeding Fund Business Day;

"**Principal Protected Termination Amount**" means an amount per Security determined as the sum of:

(i) if Delayed Redemption on Occurrence of an Extraordinary Fund Event is specified as being applicable in the applicable Final Terms:

(A) the greater of:

(1) the Protected Amount; and

(2) the Implied Embedded Option Value; and

(B) the Simple Interest.

(ii) if Delayed Redemption on Occurrence of an Extraordinary Fund Event is not specified as being applicable in the applicable Final Terms, the Implied Embedded Option Value;

"**Protected Amount**" means the amount specified as such in the applicable Final Terms;

"**Private Equity Fund**" means the private equity fund(s) specified as such in the applicable Final Terms;

"**Scheduled Trading Day**" means, if the Securities are Hybrid Securities and Hybrid Business Day is specified as applicable in the applicable Final Terms, for the purpose of determining whether a day is a Hybrid Business Day, a Fund Business Day;

"**Settlement Price Date**" means the Strike Date, an Averaging Date, an Observation Date or the Valuation Date, as the case may be;

"**Simple Interest**" means an amount calculated by the Calculation Agent equal to the amount of interest that would accrue on the Implied Embedded Option Value during the period from (and including) the Implied Embedded Option Value Determination Date to (and excluding) the later of (i) the Redemption Date or Maturity Date, as the case may be, or (ii) the date falling five Business Days after the Implied Embedded Option Value Determination Date calculated on the basis that such interest were payable by the Floating Rate Payer under an interest rate swap transaction incorporating the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. under which:

(A) the "Effective Date" is the Implied Embedded Option Value Determination Date;

(B) the "Termination Date" is the Termination Date;

(C) the "Floating Rate Payer Payment Date" is the Termination Date;

(D) the "Floating Rate Option" is EUR-EONIA-Swap Index (if the Settlement Currency is EUR) or USD-Federal Funds-H.15 (if the Settlement Currency is USD);

(E) the "Simple Interest Spread" is as specified in the applicable Final Terms, or if not so specified minus 0.125 per cent.;

(F) the "Floating Rate Day Count Fraction" is Actual/360;

(G) the "Reset Date" is the Implied Embedded Option Value Determination Date and each date falling three calendar months after the previous Reset Date; and

(H) "Compounding" is "Inapplicable";

"**Strike Date**" means the Strike Date specified as such in the applicable Final Terms or, if such day is not a Fund Business Day, the immediately succeeding Fund Business Day;

"**Strike Day**" means each date specified as such in the applicable Final Terms or, if such day is not a Fund Business Day, the immediately succeeding Fund Business Day;

"**Strike Period**" means the period specified as such in the applicable Final Terms;

"**Tender Offer**" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 50 per cent. and less than 100 per cent. of the outstanding voting shares, units or interests of the Fund or Fund Service Provider, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant;

"**Termination Amount**" means the amount specified in the applicable Final Terms or if not so specified, (i) in the case of Notes and Certificates, (x) the Principal Protected Termination Amount, or (y) the Non-Principal Protected Termination Amount, as specified in the applicable Final Terms or (ii) in the case of Warrants, an amount equal to the Implied Imbedded Option Value (if any);

"**Termination Date**" means (i) the date determined by the Issuer and specified in the notice given to Holders in accordance with Fund Security Condition 4.2(c), or (ii) in the case of Notes or Certificates, if Delayed Redemption on Occurrence of an Extraordinary Fund Event is specified as being applicable in the applicable Final Terms, the Redemption Date or Maturity Date, as the case may be;

"**Trade Date**" has the meaning given to it in the applicable Final Terms.

"**Valuation Date**" means (i) in respect of the Notes and Certificates, the 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 Fund Business Day, the immediately succeeding Fund Business Day and (ii) in respect of the Warrants, the first Fund Business Day following the Actual Exercise Date of the relevant Warrant;

2. **Extraordinary Fund Events**

Subject to the provisions of Fund Security Condition 3 (Determination of Extraordinary Fund Events), "**Extraordinary Fund Event**" means the occurrence or continuance at any time on or after the Trade Date of any of the following events as determined by the Calculation Agent:

**Global Events:**

2.1 the Fund or any Fund Service Provider (i) ceases trading and/or, in the case of a Fund Service Provider, ceases administration, portfolio management, investment services, custodian, prime brokerage, or any other relevant business (as applicable) (ii) is dissolved or has a resolution passed, or there is any proposal, for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (iii) makes a general assignment or arrangement with or for the benefit of its creditors; (iv)(1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in sub-clause (iv)(1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not immediately dismissed, discharged, stayed or restrained; (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vi) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not immediately dismissed, discharged, stayed or restrained; or (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in sub-clauses (i) to (vi) above; or

2.2 the occurrence of a Merger Event or Tender Offer;

**Litigation/Fraudulent Activity Events:**

2.3 there exists any litigation against the Fund or a Fund Service Provider which in the sole and absolute discretion of the Calculation Agent could materially affect the value of the Fund Shares or the rights or remedies of any investor in such Fund Shares; or

2.4 (i) an allegation of criminal or fraudulent activity is made in respect of the Fund, or any Fund Service Provider, or any employee of any such entity, or the Calculation Agent reasonably determines that any such criminal or fraudulent activity has occurred, or (ii) any investigative, judicial, administrative or other civil or criminal proceedings is commenced or is threatened against the Fund, any Fund Service Provider or any key personnel of such entities if such allegation, determination, suspicion or

proceedings could, in the sole and absolute discretion of the Calculation Agent, materially affect the value of the Fund Shares or the rights or remedies of any investor in such Fund Shares;

**Fund Service Provider/Key Person Events:**

2.5 (i) a Fund Service Provider ceases to act in such capacity in relation to the Fund and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent and/or (ii) any event occurs which causes, or will with the passage of time (in the opinion of the Calculation Agent) cause, the failure of the Fund and/or any Fund Service Provider to meet or maintain any obligation or undertaking under the Fund Documents which failure is reasonably likely to have an adverse impact on the value of the Fund Shares or on the rights or remedies of any investor in such Fund Shares; or

2.6 one or more of the key individuals involved with, or having supervision over, the Fund or a Fund Service Provider ceases to act in such capacity, and the relevant Fund Service Provider fails to appoint a replacement having similar qualifications to those of the key individual or individuals ceasing to act;

**Modification Events:**

2.7 a material modification of or deviation from any of the investment objectives, investment restrictions, investment process or investment guidelines of the Fund (howsoever described, including the underlying type of assets in which the Fund invests), from those set out in the Fund Documents, or any announcement regarding a potential modification or deviation, except where such modification or deviation is of a formal, minor or technical nature;

2.8 a material modification, cancellation or disappearance (howsoever described), or any announcement regarding a potential future material modification, cancellation or disappearance (howsoever described), of the type of assets (i) in which the Fund invests, or (ii) the Fund purports to track;

2.9 a material modification, or any announcement regarding a potential future material modification, of the Fund (including but not limited to a material modification of the Fund Documents or to the Fund's liquidity terms) other than a modification or event which does not affect the Fund Shares or the Fund or any portfolio of assets to which the Fund Share relates (either alone or in common with other Fund Shares issued by the Fund);

2.10 the creation by the Fund of any illiquid share class or unit howsoever described;

2.11 the currency denomination of the Fund Shares is amended from that set out in the Fund Documents so that the NAV per Fund Share is no longer calculated in the same currency as it was as at the Trade Date;

2.12 if applicable, the Fund ceases to be an undertaking for collective investments under the legislation of its relevant jurisdiction; or

2.13 following the issue or creation of a new class or series (howsoever described in the Fund Documents) of shares or units by the Fund, the Calculation Agent determines taking into consideration the potential cross-liability between classes of shares or units (howsoever described in the Fund Documents) that such new class or series has or may have an adverse effect on the hedging activities of the Hedge Provider in relation to the Securities;

**NAV per Fund Share/AUM Level Events:**

2.14 a material modification of the method of calculating the NAV per Fund Share;

2.15 any change in the periodicity of the calculation or the publication of the NAV per Fund Share;

2.16 any suspension of the calculation or publication of the NAV per Fund Share;

2.17 the occurrence of any event affecting a Fund Share that, in the sole and absolute discretion of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the NAV per Fund Share;

2.18 any of the Fund, any Fund Service Provider or any other party acting on behalf of the Fund fails for any reason to calculate and publish the NAV per Fund Share within the Number of NAV Publication Days following any date scheduled for the determination of the valuation of the Fund Shares unless the cause of such failure to publish is of a technical nature and outside the immediate and direct control of the entity responsible for such publication;

2.19 any Fund Service Provider uses asset prices provided by the investment manager (howsoever described in the Fund Documents) to calculate the NAV per Fund Share when such asset prices could have been obtained from independent sources and the asset prices from independent sources materially diverge from the asset prices provided by the investment manager (howsoever described in the Fund Documents);

2.20 the assets under management of the Fund falls below the AUM Level;

2.21 (i) the Calculation Agent determines, at any time, that the NAV per Fund Share is inaccurate, or (ii) the reported net asset value of the Fund Shares misrepresents the net asset value of the Fund Shares;

2.22 a NAV Trigger Event occurs; or

2.23 (i) in the case of a Hedge Fund only, the audited net asset value of the Fund and/or the NAV per Fund Share is different from the audited net asset value of the Fund and/or the NAV per Fund Share communicated by the relevant Fund Service Provider in respect of the same date, (ii) the auditors of the Fund qualify any audit report, or refuse to provide an unqualified audit report, in respect of the Fund, and/or (iii) the Calculation Agent, in its sole and absolute discretion, does not deem the audited net asset value of the Fund and/or the NAV per Fund Share to be representative of the actual net asset value of the Fund and/or the NAV per Fund Share;

**Reporting Events:**

2.24 any failure of the Fund, or its authorised representative, to deliver or publish, or cause to be delivered or published, (i) information that the Fund has agreed to deliver or publish, or agreed to cause to be delivered or published, to the Calculation Agent or Hedge Provider, or (ii) information that has been previously delivered to the Hedge Provider or the Calculation Agent, as applicable, in accordance with the Fund's, or its authorised representative's, normal practice and that the Hedge Provider deems necessary for it or the Calculation Agent, as applicable, to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the Fund Share; or

2.25 any Fund Service Provider fails to provide the Calculation Agent, within a reasonable time, with any information that the Calculation Agent has reasonably requested regarding the investment portfolio or other activities or undertakings of the Fund;

**Tax/Law/Accounting/Regulatory Events:**

2.26 there is a change in or in the official interpretation or administration of any laws or regulations relating to taxation that has or is likely to have a material adverse effect on any hedging arrangements entered into by any Hedge Provider in respect of the Securities (a "**Tax Event**") and, subject as provided below, the Hedge Provider has, for a period of one calendar month following the day the relevant Tax Event became known to it, used reasonable efforts to mitigate the material adverse effect of the Tax Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period set out above for such mitigation shall be deemed satisfied on any date it is or becomes apparent at any time that there is no practicable means of mitigating the Tax Event; or

2.27 (i) any relevant activities of or in relation to the Fund or a Fund Service Provider are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, in any applicable jurisdiction (including, but not limited to, any cancellation, suspension or revocation of the registration or approval of the Fund by any governmental, legal or regulatory entity with authority over the Fund), (ii) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the Fund or a Fund Service Provider or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence, (iii) the Fund is required by a competent authority to redeem any Fund Shares, (iv) the Hedge Provider is required by a competent authority or any other relevant entity to dispose of or compulsorily redeem any Fund Shares held in connection with any hedging arrangements relating to the Securities and/or (v) any change in the legal, tax, accounting or regulatory treatment of the Fund or any Fund Service Provider that is reasonably likely to have an adverse impact on the value of the Fund Shares or other activities or undertakings of the Fund or on the rights or remedies of any investor in such Fund Shares, including any Hedge Provider;

**Hedging/Impracticality/Increased Costs Events:**

2.28 in connection with any hedging activities in relation to the Securities, as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, howsoever described, after the Trade Date, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any law, order, regulation, decree or notice, howsoever described, after such date or as a result of any other relevant event (each a "**Relevant Event**") (i) it would become unlawful or impractical for the Hedge Provider to hold (including, without limitation, circumstances requiring the Hedge Provider to modify any reserve, special deposit, or similar requirement or that would adversely affect the amount or cost of regulatory capital that would have to be maintained in respect of any holding of Fund Shares or that would subject a holder of the Fund Shares or the Hedge Provider to any loss), purchase or sell the relevant Fund Shares or any underlying assets of or related to the Fund or for the Hedge Provider to maintain such hedging arrangements and, (ii) subject as provided below, the Hedge Provider has, for a period of one calendar week following the day the Relevant Event became known to it, used reasonable efforts to mitigate the effect of the Relevant Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any

circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period of one calendar week set out above shall be deemed satisfied on any date it is or becomes at any time apparent that there is no practicable means of mitigating the Relevant Event;

2.29 in connection with the hedging activities in relation to the Securities, if the cost to the Hedge Provider in relation to the Securities and the related hedging arrangements (including, but not limited to, new or increased taxes, duties, expenses or fees (or the combined effect thereof if occurring more than once)) would be materially increased or the Hedge Provider would be subject to a material loss relating to the Securities and the related hedging arrangements;

2.30 in connection with the hedging activities in relation to the Securities, the Hedge Provider is unable or it becomes impractical for the Hedge Provider, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary to hedge the Issuer's obligations under the Securities or (ii) to realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (A) any restrictions or increase in charges or fees imposed by the Fund on any investor's ability to redeem a Fund Share, in whole or in part, or any existing or new investor's ability to make new or additional investments in such Fund Share, or (B) any mandatory redemption, in whole or in part, of such Fund Share; or

2.31 at any time on or after the Trade Date, the Issuer and/or any of its Affiliates would incur an increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, capital and/or funding costs, expense or fee (other than brokerage commissions) to maintain the Securities;

**Dealing Events:**

2.32 (i) the non-execution or partial-execution by the Fund for any reason of a subscription or redemption order in respect of any Fund Shares (including, for the avoidance of any doubt, any non-execution by the Fund pending completion of its fiscal audit) (ii) the Fund suspends or refuses transfers of any of its Fund Shares (including, without limitation, if the Fund applies any gating, deferral, suspension or other similar provisions permitting the Fund to delay or refuse redemption or transfer of Fund Shares), (iii) the Fund imposes in whole or in part any restriction (including, without limitation, any redemption in specie), charge or fee in respect of a redemption or subscription of its Fund Shares by the Hedge Provider or exercises its right to claw back the proceeds already paid on redeemed Fund Shares, if in any case it could in the sole and absolute determination of the Calculation Agent have an adverse impact on the Hedge Provider's rights or obligations in relation to its hedging activities in relation to the Securities, or (iv) a mandatory redemption, in whole or in part, of the Fund Shares is imposed by the Fund on any one or more holders of Fund Shares at any time for any reason;

**Miscellaneous Events:**

2.33 in the case of Securities linked to a Fund Basket, a Basket Trigger Event occurs;

2.34 the Fund or any Fund Service Provider defaults under, materially modifies, or terminates any rebate agreements in place with the Issuer, the Hedge Provider or any of its Affiliates;

2.35 if the Fund is part of an umbrella structure with more than one sub-fund, a cross-contamination or other failure to segregate the portfolio of assets held by the Fund occurs between different series, classes and/or sub-funds;

2.36 any security granted by the Fund or any Fund Service Provider over any of its assets is enforced or becomes capable of being enforced or any arrangement which in the determination of the Calculation

Agent is comparable to security over any such assets (including without limitation any repo or prime brokerage arrangement) becomes enforceable or capable of early termination or any derivatives, repo, securities lending or other trading or dealing arrangement relating to the assets of the Fund becomes enforceable or terminable early by reason of any event of default (howsoever described) relating to the Fund or the relevant Fund Service Provider; or

2.37 the long-term unsecured, unsubordinated and unguaranteed debt rating assigned to any Fund Service Provider or any parent company (howsoever described) of the Fund, by Moody's Investors Service Inc., or any successor to the ratings business thereof ("**Moody's**"), and/or Standard and Poor's Rating Group (a division of McGraw-Hill, Inc.), or any successor to the ratings business thereof ("**S&P**"), is downgraded below A (S&P) or A2 (Moody's) and/or the short-term unsecured, unsubordinated and unguaranteed debt rating assigned to any Fund Service Provider by Moody's or S&P is downgraded below A-1 (S&P) or P-1 (Moody's).

References solely in this Fund Security Condition 2 (Extraordinary Fund Events) to:

(i) "**Fund**" shall include the Fund and any funds in which it invests any of its investible assets from time to time; and

(ii) "**Fund Shares**" shall include the Fund Shares and the shares or units in any Fund (as defined in paragraph (i) above).

3. **Determination of Extraordinary Fund Events**

The Calculation Agent will determine if an Extraordinary Fund Event has occurred acting in good faith and in a commercially reasonable manner. Where the occurrence of an event or set of circumstances is capable of triggering more than one Extraordinary Fund Event, the Issuer may determine which Extraordinary Fund Event is to be triggered, in its sole and absolute discretion.

In considering whether the occurrence of an event or set of circumstances triggers an Extraordinary Fund Event, the Calculation Agent may have regard to the combined effect, from the Trade Date, of any event or set of circumstances, as the case may be, if such event or set of circumstances occurs more than once.

4. **Consequences of an Extraordinary Fund Event**

4.1 If the Calculation Agent determines that an Extraordinary Fund Event has occurred, the Calculation Agent shall give notice (an "**Extraordinary Fund Event Notice**") to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, (which notice shall be irrevocable), of the occurrence of such Extraordinary Fund Event (the date on which an Extraordinary Fund Event Notice is given, an "**Extraordinary Fund Event Notification Date**") as soon as reasonably practicable following the determination of an Extraordinary Fund Event. The Extraordinary Fund Event Notice shall set out, if determined at that time, the action that the Issuer has determined to take in respect of the Extraordinary Fund Event pursuant to Fund Security Condition 4.2 below. Where the action that the Issuer has determined to take is not, for whatever reason, set out in the Extraordinary Fund Event Notice, the action that the Issuer has determined to take shall be set out in a subsequent notice given to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, as soon as reasonably practicable after the Extraordinary Fund Event Notification Date.

Neither the Issuer nor the Calculation Agent shall be responsible for any loss, underperformance or opportunity cost suffered or incurred by any Holder or any other person in connection with the Securities as a result of any delay in notifying Holders of the occurrence of an Extraordinary Fund Event, howsoever arising. If the Calculation Agent gives an Extraordinary Fund Event Notice, the Issuer shall have no obligation to make

any payment or delivery in respect of the Securities until the Issuer has determined the action that it has determined to take pursuant to Fund Security Condition 4.2 below.

4.2 Following the occurrence of an Extraordinary Fund Event, the Issuer, in its sole and absolute discretion, may take the action described below in 4.2(a), (b) or (c) provided that, if the Calculation Agent determines that an Extraordinary Fund Event has occurred or is continuing on the Delayed Payment Cut-off Date in accordance with the provisions of Fund Security Condition 5 below, the Issuer shall determine that the action to be taken in respect of the Extraordinary Fund Event is "**Termination**".

(a) Adjustment

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary Fund Event is to be "**Adjustment**", then the Calculation Agent may determine, in its sole and absolute discretion, the appropriate adjustment(s), if any, to be made to any one or more Fund, Fund Share and/or the Weighting and/or (in the case of Warrants) the Exercise Price and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to take account of the Extraordinary Fund Event and determine the effective date of such adjustment.

(b) Substitution

If the Issuer, in its sole and absolute discretion, determines that the action in respect of the Extraordinary Fund Event is to be "**Substitution**", the Calculation Agent shall:

(i) determine the weighted average price at which a Hypothetical Investor can redeem the Fund Shares in the relevant Fund in such number as determined by the Calculation Agent in its sole and absolute discretion as soon as it is reasonably practicable following the Extraordinary Fund Event;

(ii) for a period of not longer than 14 calendar days following the date on which a Hypothetical Investor would have received proceeds from a redemption order in full submitted by the Hedge Provider as soon as practicable following the occurrence of an Extraordinary Fund Event, use reasonable efforts to substitute the Fund Shares with shares, units or other similar interests in an alternative fund which, in the sole and absolute determination of the Calculation Agent, has similar characteristics to the relevant Fund, including but not limited to, comparable investment objectives, investment restrictions and investment processes and has service providers acceptable to the Calculation Agent;

(iii) if no alternative fund can be determined pursuant to the preceding sub-paragraph (ii) above, use reasonable efforts to substitute the Fund with an index (or a fund tracking such index) selected by the Calculation Agent in its sole and absolute discretion; and

(iv) following any substitution in accordance with sub-paragraph (ii) or (iii) above, the Issuer may, in its sole and absolute discretion, require the Calculation Agent make such determinations and/or adjustments to these Terms and Conditions and/or the Final Terms as it determines to be appropriate to take account of such Substitution.

(c) Termination

If the Issuer determines, in its sole and absolute discretion, that the action to be taken in respect of the Extraordinary Fund Event is to be "**Termination**", on giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, (which such notice may be included in the Extraordinary Fund Event Notice in respect of the relevant Extraordinary Fund Event and will specify the Termination Date), (i) in the case of Warrants, all but not some only of the outstanding Fund Securities shall be cancelled by payment of the Termination Amount on the Termination Date, or (ii) in the case of Notes or Certificates, all but not some only of the outstanding Fund Securities shall be redeemed by payment of the

Termination Amount on the Termination Date. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

(d) General

In determining to take a particular action as a result of an Extraordinary Fund Event, the Issuer is under no duty to consider the interests of Holders or any other person. In making any determination as to which action to take following the occurrence of an Extraordinary Fund Event, neither the Issuer nor the Calculation Agent shall be responsible for any loss (including any liability in respect of interest), underperformance or opportunity cost suffered or incurred by Holders or any other person in connection with the Securities as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Securities.

5. **Interest Payment Date/Premium Amount Payment Date/Settlement Date/Redemption Date/Maturity Date/Automatic Early Redemption Date/Automatic Early Expiration Date/Termination Date Extension**

In the case of Cash Settled Securities, if on the date falling two Business Days prior to the originally designated Settlement Date, Redemption Date, Maturity Date, Automatic Early Redemption Date or Automatic Early Expiration Date, as the case may be, the Hedge Provider has not, after having placed one or more redemption orders in respect of its holding of Fund Shares in accordance with the terms of the relevant Fund Documents, received redemption proceeds in full in respect of such Fund Shares (the "**Redemption Proceeds**"), the Calculation Agent may postpone the Settlement Date, Redemption Date, Maturity Date, Automatic Early Redemption Date or Automatic Early Expiration Date, as the case may be, and notify the Holders thereof in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

As soon as practicable following receipt by the Hedge Provider of the Redemption Proceeds the Calculation Agent shall give notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, (such notice the "**Delayed Payment Notice**") and cancel (in the case of Warrants) or redeem (in the case of Notes or Certificates) the Securities on the date falling not more than five Business Days following the receipt of the Delayed Payment Notice (such date, the "**Postponed Settlement Date**") by payment to each Holder of the Cash Settlement Amount, the Final Redemption Amount, Automatic Early Redemption Amount or the Automatic Early Expiration Payout Amount, as the case may be, provided that, if the Hedge Provider does not receive the Redemption Proceeds within the period ending on (and including) the Delayed Payment Cut-off Date, the Calculation Agent shall determine that an Extraordinary Fund Event has occurred and is continuing on the Delayed Payment Cut-off Date and shall notify Holders thereof in accordance with the procedures set out in Fund Security Condition 4 above, and in accordance with W&C Security Condition 10 or Note Condition 16, as applicable and the provisions of Fund Security Condition 4.2(c) shall apply.

In the case of interest bearing Securities or Certificates which pay a Premium Amount, if on the date falling two Business Days prior to an Interest Payment Date or Premium Amount Payment Date, as applicable, the Hedge Provider has not, after having placed one or more redemption orders in respect of its holding of Fund Shares in accordance with the terms of the relevant Fund Documents, received redemption proceeds in full in respect of such Fund Shares (the "**Redemption Proceeds**"), the Calculation Agent may notify the Holders in accordance with Note Condition 16 or W&C Security Condition 10, as the case may be, that such Interest Payment Date or Premium Amount Payment Date, as the case may be, has been postponed. As soon as practicable following receipt by the Hedge Provider of the Redemption Proceeds the Calculation Agent shall give notice to Holders in accordance with Note Condition 16 or W&C Security Condition 10, as the case may be, (such notice the "**Delayed Payment Notice**") and the Issuer shall pay the Interest Amount or Premium Amount in respect of the Interest Period or Premium Amount Period, as the case may be, ending on or immediately preceding the Interest Payment Date or Premium Amount Payment Date, as the case may be, on the date falling not more than five Business Days following the receipt of the Delayed Payment Notice (such

date, the "**Postponed Payment Date**") and no additional amount shall be payable in respect of such delay, provided that, if the Hedge Provider does not receive the Redemption Proceeds within the period ending on (and including) the Delayed Payment Cut-off Date, the Calculation Agent shall determine that an Extraordinary Fund Event has occurred and is continuing on the Delayed Payment Cut-off Date and shall notify Holders thereof in accordance with the procedures set out in Fund Security Condition 4 above, and in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, and the provisions of Fund Security Condition 4.2(c) shall apply.

## ANNEX 10

## ADDITIONAL TERMS AND CONDITIONS FOR FUTURES SECURITIES

If specified as applicable in the applicable Final Terms, (a) the terms and conditions applicable to Notes specified in the applicable Final Terms as Futures Securities shall comprise the terms and conditions of Notes (the "**Note Conditions**") and the additional Terms and Conditions for Futures Securities set out below (the "**Futures Security Conditions**") and (b) the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Futures Securities shall comprise the terms and conditions of W&C Securities (the "**W&C Security Conditions**") and the Futures Security Conditions, in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Note Conditions or the W&C Security Conditions, as applicable, and (ii) the Futures Security Conditions, the Futures Security Conditions shall prevail. References in the Future Security Conditions to "Security" and "Securities" shall be deemed to be references to "Note" or "Notes" or "W&C Security" or "W&C Securities" as the context admits.

### 1. Definitions

"**Basket of Futures**" means a basket composed of each Future specified in the applicable Final Terms in the weightings specified in the applicable Final Terms;

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades in the relevant Future(s);

"**Clearance System Days**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions;

"**Disrupted Day**" means any Scheduled Trading Day on which a relevant Exchange fails to open for trading during its regular trading session(s) or on which a Market Disruption Event has occurred;

"**Early Closure**" means the closure on any Exchange Business Day of the relevant Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s), at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange(s) on such Exchange Business Day and (b) the submission deadline for orders to be entered into the Exchange for execution at the Valuation Time on such Exchange Business Day;

"**Exchange**" means, in relation to a Future, each exchange or quotation system specified as such in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Future has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Future on such temporary substitute exchange or quotation system as on the original Exchange);

"**Exchange Business Day**" means either (a) in the case of a single Future, Exchange Business Day (Single Future Basis) or (b) in the case of a Basket of Futures, Exchange Business Day (All Futures Basis) or Exchange Business Day (Per Future Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per Future Basis) shall apply;

"**Exchange Business Day (All Futures Basis)**" means, in respect of all Futures comprised in a Basket of Futures, any Scheduled Trading Day on which each Exchange is, in respect of such Futures, open for trading

during its regular trading session(s) notwithstanding such Exchange closing prior to its Scheduled Closing Time;

"**Exchange Business Day (Per Future Basis)**" means, in respect of a Future, any Scheduled Trading Day on which the relevant Exchange in respect of such Future is open for trading during its regular trading session(s), notwithstanding such relevant Exchange closing prior to its Scheduled Closing Time;

"**Exchange Business Day (Single Future Basis)**" means any Scheduled Trading Day on which the relevant Exchange is open for trading during its respective regular trading session(s), notwithstanding such relevant Exchange closing prior to its Scheduled Closing Time;

"**Exchange Disruption**" means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for, the Futures on the Exchange;

"**Future**" or "**Futures**" means, subject to adjustments in accordance with this Annex 10, in the case of an issue of Securities relating to a single Future, the futures contract and, in the case of an issue of Securities relating to a Basket of Futures, each futures contract, specified in the applicable Final Terms, and related expressions shall be construed accordingly;

"**Futures Correction Period**" means (a) the period specified in the applicable Final Terms, or (b) if none is so specified, one Settlement Cycle;

"**Scheduled Trading Day**" means either (a) in the case of a single Future, Scheduled Trading Day (Single Future Basis) or (b) in the case of a Basket of Futures, Scheduled Trading Day (All Futures Basis) or Scheduled Trading Day (Per Future Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per Future Basis) shall apply;

"**Scheduled Trading Day (All Futures Basis)**" means, in respect of all Futures comprising the Basket of Futures, any day on which each Exchange is, in respect of such Futures, scheduled to be open for trading during its regular trading session(s);

"**Scheduled Trading Day (Per Future Basis)**" means, in respect of a Future, any day on which the relevant Exchange is scheduled to be open for trading during its regular trading session(s);

"**Scheduled Trading Day (Single Future Basis)**" means any day on which the relevant Exchange is scheduled to be open for trading during its regular trading session(s);

"**Settlement Cycle**" means, in respect of a Future, the period of Clearance System Days following a trade in the Future on the Exchange on which settlement will customarily occur according to the rules of such Exchange;

"**Settlement Price**" means, unless otherwise stated in the applicable Final Terms, in relation to each Cash Settled Security, subject to the provisions of this Annex and as referred to in "Averaging Date", "Observation Date", "Strike Date" or "Valuation Date" as the case may be:

(a) in the case of Futures Securities relating to a Basket of Futures and in respect of each Futures comprising the basket, an amount equal to the official closing price (or the price at the Valuation Time on an Averaging Date or the Valuation Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such Future on (i) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (ii) if Averaging is specified in the

applicable Final Terms, an Averaging Date and, in either case, multiplied by the relevant Weighting; and

(b) in the case of Futures Securities relating to a single Future, an amount equal to the official price (or the price at the Valuation Time on an Averaging Date or the Valuation Date, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such Future on (i) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date;

"**Trading Disruption**" means any suspension of or limitation imposed on trading by the relevant Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or otherwise relating to the Futures on the Exchange.

**2. Market Disruption**

"**Market Disruption Event**" means, in relation to Securities relating to a single Future or a Basket of Futures, in respect of a Future the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (c) an Early Closure.

The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Averaging Date, or an Observation Date, a Valuation Date or the Strike Date.

**3. Adjustments to a Future**

3.1 **Futures Modification, Futures Replacement or Futures De-Listing**

If, on or prior to the last Valuation Date, the last Observation Date or the last Averaging Date, (a) the relevant Exchange makes or announces that it will make a material change in the conditions of the Future(s) (a "**Futures Modification**"), (b) the relevant Exchange replaces the Future by a new Future contract to be substituted to the Future (a "**Futures Replacement**") or (c) the relevant Exchange announces that the relevant Future cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union) (a "**Futures De-Listing**" and, together with a Futures Modification and a Futures Replacement, each a "**Futures Adjustment Event**"), then:

(a) following the occurrence of a Futures Modification or a Futures Replacement, the Calculation Agent shall determine if such Futures Modification or Futures Replacement has a material effect on the Securities and, if so, shall use the Future(s) so modified or replaced in lieu of the initial Future with respect to the relevant Securities; or

(b) in the case of Warrants, the Issuer may cancel the Warrants by giving notice to Holders in accordance with W&C Security Condition 10. If the Warrants are so cancelled the Issuer will pay an amount to each Holder in respect of each Warrant or, if Units are specified in the applicable Final Terms, each Unit, being cancelled an amount equal to the fair market value of a Warrant or a Unit, as the case may be, taking into account the Futures Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manners as shall be notified to the Holders in accordance with W&C Security Condition 10; or

(c) in the case of Notes or Certificates;

(i) unless Delayed Redemption on Occurrence of Futures Adjustment Event is specified as being applicable in the applicable Final Terms, the Issuer may redeem the Securities by giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. If the Securities are so redeemed the Issuer will pay an amount to each Holder in respect of each Security being redeemed at an amount equal to the fair market value of a Security taking into account the Futures Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable; or

(ii) if Delayed Redemption on Occurrence of Futures Adjustment Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Security taking into account the Futures Adjustment Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Futures Adjustment Amount**") as soon as practicable following the occurrence of the Futures Adjustment Event (the "**Calculated Futures Adjustment Amount Determination Date**") and on the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) shall redeem each Security at an amount calculated by the Calculation Agent equal to (x) the Calculated Futures Adjustment Amount plus interest accrued from and including the Calculated Futures Adjustment Amount Determination Date to but excluding the Redemption Date (in the case of Certificates) or the Maturity Date (in the case of Notes) at a rate equal to 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, the Notional Amount (in the case of Certificates) or at its nominal amount (in the case of Notes); or

3.2 **Notice**

The Calculation Agent shall, as soon as practicable, notify the relevant Security Agent of any determination made by it pursuant to paragraph 3.1 above and the action proposed to be taken in relation thereto and the Calculation Agent shall make available for inspection by Holders copies of any such determinations.

**4. Correction of Futures Price**

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment under the Securities, if the price of the relevant Future(s) published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities, is subsequently corrected and the correction published by the relevant Exchange within the number of days equal to the Futures Correction Period of the original publication, the price to be used shall be the price of the relevant Future(s) as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount.

## ANNEX 11

## ADDITIONAL TERMS AND CONDITIONS FOR UNDERLYING INTEREST RATE SECURITIES

If specified as applicable in the applicable Final Terms, (a) the terms and conditions applicable to Notes specified in the applicable Final Terms as Underlying Interest Rate Securities shall comprise the terms and conditions of Notes (the "**Note Conditions**") and the additional Terms and Conditions for Underlying Interest Rate Securities set out below (the "**Underlying Interest Rate Security Conditions**") and (b) the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Underlying Interest Rate Securities shall comprise the terms and conditions of W&C Securities (the "**W&C Security Conditions**") and the Underlying Interest Rate Security Conditions, in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Note Conditions or the W&C Security Conditions, as applicable, and (ii) the Underlying Interest Rate Security Conditions, the Underlying Interest Rate Security Conditions shall prevail. References in the Underlying Interest Rate Security Conditions to "Security" or "Securities" shall be deemed to be references to "Note" and "Notes" or "W&C Security" or "W&C Securities" as the context admits.

### 1. Underlying Interest Rate Determination

In respect of each Underlying Interest Determination Date specified in the applicable Final Terms, the Underlying Interest Rate or, if two or more Underlying Interest Rates are specified in the applicable Final Terms, each Underlying Interest Rate will be determined in the manner specified in the applicable Final Terms. Each Underlying Interest Rate comprising a Multiple Underlying Interest Rate will be calculated separately and independently as provided below and 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 Security 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;

(b) the Designated Maturity is a period specified in the applicable Final Terms; and

(c) the relevant Reset Date is as specified in the applicable Final Terms.

For the purposes of these Underlying Interest Rate Security 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 applicable Final Terms as the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will, subject as provided below, be either:

(a) the offered quotation; or

(b) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Underlying Reference Rate(s) which appears or appear, as the case may be, on the Relevant Screen Page as at the Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Underlying Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

In the event that the Relevant Screen Page is not available or if, in the case of (a) above, no such offered quotation appears or, in the case of (b) above, fewer than three such offered quotations appear, in each case as at the Specified Time indicated above or in the applicable Final Terms, the Calculation Agent will determine the Underlying Reference Rate as the rate it determines would have prevailed but for such non-availability or other event acting in good faith and using its reasonable judgment.

**4. 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, which if the Securities are Hybrid Securities and Hybrid Business Day is specified as applicable in the applicable Final Terms, will be deemed to be a Scheduled Trading Day for the purposes of determining whether such day is a Hybrid Business Day (the "**Underlying Interest Determination Date**"), determine the Underlying Reference Rate (subject to any 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.

**5. Minimum and/or Maximum Underlying Reference Rate**

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 Security 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.

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 Security 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.

## ANNEX 12

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT SECURITIES

If specified as applicable in the applicable Final Terms, (a) the terms and conditions applicable to Notes specified in the applicable Final Terms as Credit Securities shall comprise the terms and conditions of Notes (the "**Note Conditions**") and the additional Terms and Conditions for Credit Securities set out below (the "**Credit Security Conditions**") and (b) the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Credit Securities shall comprise the terms and conditions of W&C Securities (the "**W&C Security Conditions**") and the Credit Security Conditions, in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Note Conditions or the W&C Security Conditions, as applicable, and (ii) the Credit Security Conditions, the Credit Security Conditions, as applicable, shall prevail. References to "Security" and "Securities" shall be deemed to be references to "Note" or "Notes" or "W&C Security" or "W&C Securities" as the context admits.

### Part A

The provisions of this Part A apply in relation to Credit Securities unless the Final Terms of such Credit Securities specify that Part B of this Annex 12 shall apply.

### Part A-1

### 2014 Definitions

The provisions of this Part A-1 apply in relation to Credit Securities unless the Final Terms of such Credit Securities specify that "2014 Definitions" are not applicable, or that "2003 Definitions (as supplemented by July 2009 Supplement)" shall apply.

**1. General**

(a) Credit Terms

The Final Terms shall specify:

(a) the type of Credit Securities, being Single Reference Entity Credit Securities, Nth-to-Default Credit Securities, Linear Basket Credit Securities, Untranched Credit Securities, Tranched Credit Securities and/or Combination Credit Securities;

(b) the Settlement Method (if not Auction Settlement) and, where Auction Settlement applies, the applicable Fallback Settlement Method;

(c) the Reference Entity or Reference Entities in respect of which a Credit Event may occur;

(d) the Reference Obligation(s) (if any) in respect of each Reference Entity;

(e) the Trade Date and (in the case of Credit Notes) the Maturity Date, (in the case of Credit Certificates) the Redemption Date or (in the case of Credit Warrants) the Expiration Date;

(f) the Transaction Type applicable to each Reference Entity; and

(g) the Reference Entity Notional Amount in respect of each Reference Entity.

(b) Physical Settlement Matrix

Where a Transaction Type is specified in the Final Terms in respect of any Reference Entity, then the provisions of these Credit Security Conditions shall apply with respect to such Reference Entity in accordance with the Physical Settlement Matrix as it applies to such Transaction Type, as though such Physical Settlement Matrix were set out in full in the Final Terms.

(c) Additional Provisions

If, in accordance with the specified Transaction Type or otherwise, any Additional Provisions are applicable, these Credit Security Conditions shall take effect subject to the provisions thereof.

(d) Linear Basket Credit Securities and Untranched Credit Securities

If the Credit Securities are Linear Basket Credit Securities or Untranched Credit Securities, then (subject to Credit Security Condition 1(e) (*Untranched Credit Securities and Tranched Credit Securities*) below) the provisions of these Credit Security Conditions relating to:

(i) redemption or expiration absent an Event Determination Date (provided that such redemption shall occur on the Latest Credit Security Settlement Date and Credit Security Condition 3(b) (*Interest following Scheduled Maturity*) shall not apply, and no interest shall accrue from (and including) the Redemption Date or, as the case may be, Maturity Date);

(ii) redemption or settlement of Credit Securities following the occurrence of an Event Determination Date (provided that to the extent the relevant Auction Settlement Date or Cash Settlement Date would otherwise fall after the Latest Credit Security Settlement Date, then such Auction Settlement Date or Cash Settlement Date shall be deemed instead to fall on the latest to occur of the Auction Settlement Dates and/or Cash Settlement Dates in relation to each of the Reference Entities);

(iii) extension of maturity of Credit Securities on delivery of an Extension Notice;

(iv) accrual, cessation of accrual, calculation and/or payment of interest or any suspension thereof or accrual and payment of interest following (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date,

shall apply separately with respect to each Reference Entity and a portion of each Credit Security corresponding to the Reference Entity Notional Amount divided by the number of Credit Securities then in issue (subject to the provisos above). The remaining provisions of these Credit Security Conditions shall be construed accordingly.

No interest shall be payable in respect of any postponement of the payment of any interest, redemption amount, cash settlement amount or any other amounts.

(e) Untranched Credit Securities and Tranched Credit Securities

The following provisions shall apply in respect of Credit Securities that are Untranched Credit Securities or Tranched Credit Securities:

(i) If the Outstanding Principal/Notional Amount or (in the case of Credit Notes) the aggregate outstanding principal amount or (in the case of Credit Certificates) the aggregate outstanding Notional Amount is reduced to zero, the Credit Securities will be deemed to have been redeemed in full at an amount equal to zero (or, in the case of Tranched Credit Securities, by payment of an amount equal to the Aggregate Incurred Recovery Amount (if any) per Tranched Credit Security on the Final Settlement Date, and, for the avoidance of doubt, no interest shall accrue or be payable in respect of

any Aggregate Incurred Recovery Amount or any payment or postponement of payment thereof) and the Issuer shall have no further obligations in respect of the Credit Securities.

(ii) Where the Reference Portfolio is determined by reference to a Relevant Annex, then notwithstanding Credit Security Condition 6 (*Successors*), the Reference Portfolio from time to time (together with, in respect of each relevant Reference Entity, the Reference Entity weighting, Reference Obligations and Substitute Reference Obligations) shall be as determined and published from time to time by the relevant Index Sponsor, as specified in the applicable Final Terms. In addition, the Calculation Agent may rely on any determinations of the relevant Index Sponsor and neither the Issuer nor the Calculation Agent will have any liability to the Holders or any other person as a result of relying on any such determination.

(iii) Credit Security Condition 3(b) (*Interest following Scheduled Maturity*) shall not apply, and no interest shall accrue from (and including) the Redemption Date or, as the case may be, Maturity Date. No interest shall be payable in respect of any postponement of the payment of any interest, redemption amount, cash settlement amount or any other amounts.

(f) Tranched Credit Securities

In addition, the following provisions shall apply in respect of Credit Securities that are Tranched Credit Securities:

(i) If an Event Determination Date occurs in respect of a Reference Entity, then the Outstanding Principal/Notional Amount and (in the case of Credit Notes) the aggregate outstanding principal amount or (in the case of Credit Certificates) the aggregate outstanding Notional Amount shall be reduced by the Writedown Amount with effect from and including the Event Determination Date, subject to Credit Security Condition 3(a) (*Cessation of Interest Accrual*). In the case of Credit Certificates, the Cash Settlement Amount per Credit Certificate shall be reduced correspondingly by a pro rata share determined by reference to the proportion of the Writedown Amount to the aggregate outstanding Notional Amount of the Credit Certificates.

For the avoidance of doubt, Credit Security Condition 2(b) (*Redemption or Settlement following Event Determination Date*) (other than the last paragraph thereof) shall not apply, and notwithstanding the applicable Settlement Method or Fallback Settlement Method, there shall be no physical delivery or Auction Settlement Amount or Credit Event Cash Settlement Amount payable.

(ii) Unless the Credit Securities have been previously redeemed or purchased and cancelled in full (including pursuant to Credit Security Conditions 2(b), 2(c) or 2(d)), the Issuer will redeem each Tranched Credit Security on the Latest Credit Security Settlement Date by payment of an amount equal to (in the case of Credit Certificates) the remaining Cash Settlement Amount or (in the case of Credit Notes) the outstanding principal amount of such Credit Security (together with interest, if any, payable thereon) plus the Aggregate Incurred Recovery Amount (if any) per Tranched Credit Security, provided that (unless "Zero Recovery" is specified as applicable in the Final Terms) if an Unsettled Credit Event has occurred, (A) a Redemption Preliminary Amount will be payable on the Latest Credit Security Settlement Date and a Redemption Residual Amount will be payable on the Final Settlement Date, and (B) the Aggregate Incurred Recovery Amount (if any) in respect of each Tranched Credit Security shall be payable on the Final Settlement Date instead of the Latest Credit Security Settlement Date.

For the avoidance of doubt, no interest shall accrue or be payable in respect of any Aggregate Incurred Recovery Amount or any payment or postponement of payment thereof.

(iii) If the Calculation Agent determines in relation to any Reference Entity:

(A) without prejudice to the sub-paragraphs below, that a Credit Event has occurred or may occur on or prior to any Interest Payment Date;

(B) that a Potential Failure to Pay has occurred or may occur on or prior to any Interest Payment Date;

(C) that a Potential Repudiation/Moratorium has occurred or may occur on or prior to any Interest Payment Date;

(D) that a Credit Event Resolution Request Date has occurred or may occur on or prior to any Interest Payment Date; or

(E) (unless "Zero Recovery" is specified as applicable in the Final Terms) that an Unsettled Credit Event has occurred,

then interest (if any) on such Tranched Credit Security shall be deemed to cease to accrue on the relevant portion thereof equal to the sum of the maximum Incurred Loss Amounts and maximum Incurred Recovery Amounts which could be determined (assuming an Auction Final Price, Weighted Average Final Price or Final Price of zero) (a "**Deemed Interest Reduction**") with effect from and including the Interest Period End Date (or, if none, the Interest Commencement Date) immediately preceding the date of such determination or (in the case of the occurrence of an Unsettled Credit Event) the relevant date applicable pursuant to Credit Security Condition 3(a) (*Cessation of Interest Accrual*). In such case, the related Interest Shortfall Amount (if any) shall be payable on the related Interest Shortfall Payment Date. No interest shall be payable in respect of any such postponement of payment of any Interest Shortfall Amount or any other interest or other amounts.

(iv) If any day is a Final Price Calculation Date with respect to more than one Reference Entity, the Loss Amount, the Recovery Amount, the Incurred Loss Amount and the Incurred Recovery Amount (if applicable) with respect to each Reference Entity shall be calculated in the order that either of the following events occurred with respect to such Reference Entities: (i) the Credit Event Resolution Request Date (provided that if a Credit Event Resolution Request Date occurs in respect of more than one such Reference Entity on the same day, the first Reference Entity in respect of which the DC Secretary announces that the relevant DC Credit Event Question was effective and the relevant Credit Derivatives Determinations Committee was in possession of the relevant Publicly Available Information, in each case in accordance with the "Credit Event Resolution Request Date" definition, shall be deemed to have satisfied this condition first) or (ii) the delivery of the Credit Event Notice (provided that if any of the relevant Credit Event Notices are delivered at the same time, in a sequential order as determined by the Calculation Agent).

(g) Combination Credit Securities

The following provisions shall apply in respect of Credit Securities that are Combination Credit Securities:

(i) If "Tranched Interest Credit Securities" is specified as applicable in the Final Terms, then the provisions (the "**Tranched Interest Provisions**") of these Credit Security Conditions relating to accrual, cessation of accrual, calculation and/or payment of interest or any suspension thereof or accrual and payment of interest following (in the case of Credit Certificates) the Redemption Date or (in the case of Credit Notes) the Maturity Date, any Deemed Interest Reduction and any Interest Shortfall Amount and the related definitions shall apply in respect of the Tranched Interest Reference Portfolio, the Tranched Interest Attachment Point and Tranched Interest Exhaustion Point specified in

the applicable Final Terms (which, for such purposes, shall be construed as the "Reference Portfolio", "Attachment Point" and "Exhaustion Point" respectively, and the definitions of "Reference Entity", "Reference Entity Notional Amount" and "Reference Entity Weighting" shall be construed accordingly). References in the Tranched Interest Provisions (including without limitation, Credit Security Condition 11 (*Amendments to Note Conditions and W&C Security Conditions*)) to aggregate outstanding nominal amount or to outstanding nominal amount, outstanding Notional Amount or outstanding amount shall be construed respectively as references to the Outstanding Principal/Notional Amount in respect of the Tranched Interest Reference Portfolio or to a pro rata share thereof.

The remaining provisions of these Credit Security Conditions shall be construed accordingly.

For the avoidance of doubt:

(A) notwithstanding the Tranched Interest Provisions, if the Credit Securities are redeemed, settled or purchased and cancelled in full, no further interest shall accrue or be payable;

(B) interest may cease to accrue on any Credit Security (or any portion thereof) notwithstanding that there has been no reduction in any outstanding principal and/or notional amount of such Credit Security; and

(C) references to "Zero Recovery" shall be disregarded for the purposes of the Tranched Interest Provisions if "Zero Recovery" is not specified as applicable or is specified as not applicable in respect of the Tranched Interest Reference Portfolio.

(ii) If "Untranched Interest Credit Securities" is specified as applicable in the Final Terms, then the provisions (the "**Untranched Interest Provisions**") of these Credit Security Conditions relating to accrual, cessation of accrual, calculation and/or payment of interest or any suspension thereof or accrual and payment of interest following (in the case of Credit Certificates) the Redemption Date or (in the case of Credit Notes) the Maturity Date and the related definitions shall apply in respect of the Untranched Interest Reference Portfolio specified in the applicable Final Terms (which, for such purposes, shall be construed as the "Reference Portfolio", and the definitions of "Reference Entity", "Reference Entity Notional Amount" and "Reference Entity Weighting" shall be construed accordingly). References in the Untranched Interest Provisions (including without limitation, Credit Security Condition 11 (*Amendments to Note Conditions and W&C Security Conditions*)) to aggregate outstanding nominal amount or to outstanding nominal amount, outstanding Notional Amount or outstanding amount shall be construed respectively as references to such amounts as reduced from time to time by the relevant portions on which interest ceases to accrue in accordance with Credit Security Condition 3(a) (*Cessation of Interest Accrual*).

The remaining provisions of these Credit Security Conditions shall be construed accordingly.

For the avoidance of doubt:

(A) notwithstanding the Untranched Interest Provisions, if the Credit Securities are redeemed, settled or purchased and cancelled in full, no further interest shall accrue or be payable;

(B) interest may cease to accrue on any Credit Security (or any portion thereof) notwithstanding that there has been no reduction in any outstanding principal and/or notional amount of such Credit Security; and

(C) references to "Zero Recovery" shall be disregarded for the purposes of the Untranched Interest Provisions if "Zero Recovery" is not specified as applicable or is specified as not applicable in respect of the Untranched Interest Reference Portfolio.

(iii) If "Tranched Principal Credit Securities" is specified as applicable in the Final Terms, then the provisions of these Credit Security Conditions relating to redemption or settlement of Credit Securities following the occurrence of an Event Determination Date, any Redemption Preliminary Amount, Redemption Residual Amount, extension of maturity of Credit Securities on delivery of an Extension Notice, reduction of any outstanding principal and/or notional amount and suspension of obligations (other than any Tranched Interest Provisions or Untranched Interest Provisions) shall apply in respect of the Tranched Principal Reference Portfolio, the Tranched Principal Attachment Point and Tranched Principal Exhaustion Point specified in the applicable Final Terms (which, for such purposes, shall be construed as the "Reference Portfolio", "Attachment Point" and "Exhaustion Point" respectively, and the definitions of "Reference Entity", "Reference Entity Notional Amount" and "Reference Entity Weighting" shall be construed accordingly). The remaining provisions of these Credit Security Conditions shall be construed accordingly.

For the avoidance of doubt:

(A) references to "Zero Recovery" shall be disregarded for the purposes of such provisions if "Zero Recovery" is not specified as applicable or is specified as not applicable in respect of the Tranched Principal Reference Portfolio.

(iv) If "Untranched Principal Credit Securities" is specified as applicable in the Final Terms, then the provisions of these Credit Security Conditions relating to redemption or settlement of Credit Securities following the occurrence of an Event Determination Date, extension of maturity of Credit Securities on delivery of an Extension Notice and suspension of obligations (other than any Tranched Interest Provisions or Untranched Interest Provisions) shall apply in respect of the Untranched Principal Reference Portfolio specified in the applicable Final Terms (which, for such purposes, shall be construed as the "Reference Portfolio", and the definitions of "Reference Entity", "Reference Entity Notional Amount" and "Reference Entity Weighting" shall be construed accordingly). The remaining provisions of these Credit Security Conditions shall be construed accordingly.

For the avoidance of doubt:

(A) references to "Zero Recovery" shall be disregarded for the purposes of such provisions if "Zero Recovery" is not specified as applicable or is specified as not applicable in respect of the Untranched Principal Reference Portfolio.

**2. Redemption**

(a) Redemption or Expiration absent Event Determination Date

The Issuer will redeem each Credit Security (in the case of Notes or Certificates) on the related Credit Security Settlement Date (as such date may be extended in accordance with the definition thereof) by payment of an amount equal to (in the case of Certificates) the Cash Settlement Amount or (in the case of Notes) the outstanding principal amount of such Security (or, in the case of Linear Basket Credit Securities, the relevant portion thereof) (together with interest, if any, payable thereon) unless:

(a) the Credit Securities have been previously redeemed or purchased and cancelled in full (including pursuant to Credit Security Conditions 2(b), 2(c) or 2(d); or

(b) an Event Determination Date has occurred, in which event the Issuer shall redeem the Credit Securities in accordance with Credit Security Condition 2(b).

Each Credit Warrant will become void on the related Credit Security Settlement Date (as such date may be extended in accordance with the definition thereof) unless:

(c) the Credit Warrants have been previously settled or purchased and cancelled in full (including pursuant to Credit Security Conditions 2(b), 2(c) or 2(d); or

(d) an Event Determination Date has occurred, in which event the Credit Warrants shall be settled in accordance with Credit Security Condition 2(b).

In the case of Tranched Credit Securities, redemption shall be in accordance with Credit Security Condition 1(f) (*Tranched Credit Securities*) above.

(b) Redemption or Settlement following Event Determination Date

Upon the occurrence of an Event Determination Date in relation to any Reference Entity, then each Credit Note or Credit Certificate (or, in the case of Linear Basket Credit Securities, the relevant portion thereof) will be subject to redemption and each Credit Warrant (or, in the case of Linear Basket Credit Warrants, the relevant portion thereof) will be deemed to have been automatically exercised on the Event Determination Date and will be subject to settlement:

(a) if the applicable Settlement Method is Auction Settlement, by payment of its *pro rata* share (such amount to be apportioned *pro rata* amongst the outstanding (and in the case of Partly Paid Notes, paid-up) nominal amount or outstanding (and, in the case of Partly Paid Certificates, paid-up) notional amount of each Credit Security corresponding to the (in the case of Credit Notes) Calculation Amount or (in the case of Credit Certificates or Credit Warrants) Notional Amount) of the Auction Settlement Amount on the Auction Settlement Date, unless a Fallback Settlement Event occurs, in which event the Issuer shall perform its respective payment and/or delivery obligations in accordance with the applicable Fallback Settlement Method. If an Event Determination Date occurs with respect to a new Credit Event following the occurrence of a Fallback Settlement Event with respect to a first Credit Event and no Fallback Settlement Event occurs with respect to such new Credit Event, the Issuer shall, if it so elects on or prior to a related Valuation Date or Delivery Date, redeem or settle, as applicable, the Credit Securities in accordance with this Credit Security Condition 2(b)(a) by Auction Settlement;

(b) if the applicable Settlement Method is Physical Settlement, in accordance with Credit Security Condition 4; and

(c) if the applicable Settlement Method is Cash Settlement, by payment of its *pro rata* share (such amount to be apportioned *pro rata* amongst the outstanding (and in the case of Partly Paid Notes, paid-up) nominal amount or outstanding (and, in the case of Partly Paid Certificates, paid-up) notional amount of each Credit Security corresponding to the (in the case of Credit Notes) Calculation Amount or (in the case of Credit Certificates or Credit Warrants) Notional Amount) of the Credit Event Cash Settlement Amount on the Cash Settlement Date.

Where the Credit Securities are Nth-to-Default Credit Securities, an Event Determination Date shall be deemed not to occur with respect to the Credit Securities until an Event Determination Date occurs with respect to the Nth Reference Entity. Where the Credit Securities are Nth-to-Default Credit Securities and an Event Determination Date occurs with respect to more than one Reference Entity on the same day, the Calculation Agent shall determine the order in which such Event Determination Dates occurred.

In the case of Tranched Credit Securities, redemption shall be in accordance with Credit Security Condition 1(f) (*Tranched Credit Securities*) above.

(c) Redemption following a Merger Event

If this Credit Security Condition 2(c) is specified as applicable in the applicable Final Terms, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the Issuer may give notice to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, and (in the case of Credit Notes or Credit Certificates) redeem or (in the case of Credit Warrants) cancel all but not some only of the Credit Securities on the Merger Event Redemption Date, and if the Credit Securities are so redeemed or, as the case may be, cancelled, the Issuer shall pay an amount to each Holder in respect of each Credit Security, which amount shall be the fair market value of the Credit Security taking into account the Merger Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (including without limitation any Unwind Costs), all as determined by the Calculation Agent in a commercially reasonable manner.

(d) Additional Credit Linked Security Disruption Events

If the Calculation Agent determines that an Additional Credit Linked Security Disruption Event has occurred, the Issuer may redeem (or settle, as applicable) the Credit Securities by giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. If the Credit Securities are so redeemed (or settled, as applicable), the Issuer will pay an amount to each Holder in respect of each Credit Security equal to the fair market value of such Credit Security taking into account the Additional Credit Linked Security Disruption Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements all as determined by the Calculation Agent in a commercially reasonable manner. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

(e) Suspension of Obligations

If there is a DC Credit Event Question in relation to any Reference Entity, then (unless the Issuer otherwise elects by notice to the Calculation Agent and the Holders) from the date of such DC Credit Event Question (and notwithstanding that the relevant Credit Derivatives Determinations Committee has yet to determine whether Publicly Available Information is available or that a Credit Event has occurred):

(i) any obligation of the Issuer to redeem or settle any Credit Security (including pursuant to Credit Security Condition 2(b)) or pay any amount of interest which would otherwise be due thereon (and the timing requirements of the Cash Settlement Date, Valuation Date, Relevant Valuation Date, NOPS Cut-off Date, Physical Settlement Period and any other provisions pertaining to settlement) shall, insofar as it relates to the relevant Reference Entity;

(ii) if the Final Terms specifies that "Calculation and Settlement Suspension" applies, any obligation of the Issuer to redeem or settle any Credit Security (including pursuant to Credit Security Condition 2(b)) (and the timing requirements of the Cash Settlement Date, Valuation Date, Relevant Valuation Date, NOPS Cut-off Date, Physical Settlement Period and any other provisions pertaining to settlement) insofar as it relates to the relevant Reference Entity, or pay any amount of interest which would otherwise be due thereon or any obligation of the Calculation Agent to calculate any amount of interest (in each case, regardless of whether any such interest relates to the relevant Reference Entity), shall,

be and remain suspended until the date of the relevant DC Credit Event Announcement, DC No Credit Event Announcement or DC Credit Event Question Dismissal.

During such suspension period, the Issuer shall not be obliged to, nor entitled to, take any action in connection with the settlement of the Credit Securities, in each case insofar as they relate to the relevant Reference Entity, or in connection with the payment of any applicable interest on the Credit Securities, nor, if the Final Terms specifies that "Calculation and Settlement Suspension" applies, shall the Calculation Agent be obliged to take any action in connection with the calculation of any amount of interest (in each case, if the Final Terms specifies that "Calculation and Settlement Suspension" applies, regardless of whether any such interest relates to the relevant Reference Entity). Once the relevant DC Credit Event Announcement, DC No Credit Event Announcement or DC Credit Event Question Dismissal has occurred, such suspension shall terminate and any obligations so suspended shall resume on the Credit Security Business Day following such public announcement by ISDA, with the Issuer and, as the case may be, the Calculation Agent having the benefit of the full day notwithstanding when the suspension began. Any amount of interest so suspended shall, subject always to Credit Security Condition 3(a), become due on a date selected by the Calculation Agent falling not later than fifteen Business Days following such public announcement by ISDA.

For the avoidance of doubt, no interest shall accrue on any payment of interest or any other amounts which are deferred in accordance with this Credit Security Condition 2(e).

(f) Miscellaneous provisions relating to Redemption or Settlement

If the Credit Securities are partially redeemed or settled, the relevant Credit Securities or, if the Credit Securities are represented by a Global Security, such Global Security, shall be endorsed to reflect such partial redemption or settlement. Upon such partial redemption or settlement, the outstanding notional amount or outstanding principal amount of each Credit Security shall be reduced for all purposes (including accrual of interest thereon) accordingly.

Redemption or settlement of any Credit Security in accordance with this Credit Security Condition 2, together with payment of interest, if any, due thereon shall discharge all or the relevant portion of the obligations of the Issuer in relation thereto.

Any amount payable under Credit Security Condition 2(b) shall be rounded downwards to the nearest sub-unit of the relevant currency.

**3. Interest (Credit Notes and Credit Certificates only)**

(a) Cessation of Interest Accrual

Upon the occurrence of an Event Determination Date in respect of any Reference Entity, interest on such Credit Certificate or Note (or, in the case of Linear Basket Credit Securities or Untranched Credit Securities, the relevant portion thereof or, in the case of Tranched Credit Securities, the relevant portion thereof equal to the corresponding Writedown Amount) shall cease to accrue with effect from and including:

(a) either:

(i) the Interest Payment Date; or

(ii) if so specified in the Final Terms, the Interest Period End Date,

immediately preceding such Event Determination Date (or, in the case of the first Interest Period, the Interest Commencement Date); or

(b) if so specified in the Final Terms, such Event Determination Date.

(b) Interest following Scheduled Maturity

Subject always to Credit Security Condition 3(a), if an Extension Notice has been given (other than pursuant to paragraph (d) of the definition of "Extension Notice"), each Credit Security (or, in the case of Linear Basket Credit Securities, the relevant portion thereof) which is outstanding following the Redemption Date or Maturity Date, as the case may be, shall continue to bear interest from (and including) the Redemption Date or Maturity Date, as the case may be, to (but excluding) the related Credit Security Settlement Date at a rate of interest equal to either:

(a) the rate that BNP Paribas would pay to an independent customer in respect of overnight deposits in the currency of the Credit Certificates; or

(b) such other rate as shall be specified for such purpose in the Final Terms.

For the avoidance of doubt, if an Extension Notice has been given pursuant to paragraph (d) of the definition thereof, no interest shall accrue from (and including) the Redemption Date or Maturity Date, as the case may be, to (but excluding) the related Credit Security Settlement Date.

(c) Interest Payment Dates

If the Credit Securities are redeemed pursuant to the W&C Security Conditions or the Note Conditions, as applicable, or these Credit Security Conditions, the Redemption Date, the Maturity Date, the Credit Security Settlement Date (if not the Redemption Date or Maturity Date, as the case may be), the Auction Settlement Date, the Cash Settlement Date or the last Delivery Date, as the case may be, shall be an Interest Payment Date in respect of each Credit Security (or, in the case of Linear Basket Credit Securities, the relevant portion thereof) and the Issuer shall pay any interest that has accrued in respect of each Credit Security (or, as applicable, the relevant portion thereof) on such Interest Payment Date.

**4. Physical Settlement (Credit Notes and Credit Certificates only)**

(a) Delivery and payment

If Physical Settlement applies to any Credit Certificate or Note, then, upon the occurrence of an Event Determination Date, the Issuer shall, on or prior to the related Physical Settlement Date and subject to Credit Security Conditions 4(b), 4(c) and 4(f), redeem such Credit Security (or, in the case of Linear Basket Credit Securities, the relevant portion thereof), respectively, by:

(a) Delivering a *pro rata* share of the Deliverable Obligations specified in the related Notice of Physical Settlement or NOPS Amendment Notice, as applicable; and

(b) paying such Security's *pro rata* portion of the related Physical Settlement Adjustment Rounding Amount.

(b) Partial Cash Settlement Due to Impossibility or Illegality

If, due to an event beyond the control of the Issuer, it is impossible or illegal for the Issuer to Deliver or, due to an event beyond the control of the Issuer or any Holder, it is impossible or illegal for the Issuer or the relevant Holder to accept Delivery of any of the Deliverable Obligations (other than a Deliverable Obligation described in paragraph (d) of the definition of "Deliverable Obligation") specified in a Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, on the related Physical Settlement Date, then on such date the Issuer shall Deliver any of the Deliverable Obligations specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, for which it is possible and legal to take Delivery. If any Undeliverable Obligations have not been delivered on or prior to the Latest Permissible Physical Settlement

Date, then Partial Cash Settlement shall apply with respect to such Undeliverable Obligations and, accordingly, the Issuer shall pay the relevant Holders an amount equal to the Partial Cash Settlement Amount to be apportioned *pro rata* amongst the relevant Holders on the Partial Cash Settlement Date.

(c) Non-Delivery of Deliverable Obligations

If the Issuer does not Deliver any Deliverable Obligation specified in a Notice of Physical Settlement or NOPS Amendment Notice, as applicable, other than as a result of an event or circumstance contemplated in Credit Security Condition 4(b) above (including following the occurrence of a Hedge Disruption Event), such failure shall not constitute an Event of Default or breach of agreement for the purpose of the Securities and the Issuer may continue to attempt to Deliver the Deliverable Obligations that are Bonds or Loans until the Extended Physical Settlement Date.

If, as at the relevant Extended Physical Settlement Date, any such Deliverable Obligations have not been Delivered, then Partial Cash Settlement shall apply with respect to such Deliverable Obligations and the Issuer shall pay to the Holders an amount equal to the Partial Cash Settlement Amount to be apportioned *pro rata* amongst the Holders on the Partial Cash Settlement Date.

(d) Aggregation and Rounding

Where a Holder holds Credit Notes or Credit Certificates in an aggregate nominal amount outstanding (or, in the case of Partly Paid Notes, a paid-up aggregate nominal amount outstanding) or aggregate notional amount outstanding (or, in the case of Partly Paid Certificates, a paid-up aggregate notional amount outstanding) greater than the Specified Denomination or Notional Amount respectively, the Outstanding Principal Balance of the Deliverable Obligations to be Delivered in respect of the Credit Security shall be aggregated for the purposes of this Credit Security Condition 4. If the Outstanding Principal Balance of the Deliverable Obligations to be Delivered in respect of each Credit Securities to be redeemed pursuant to this Credit Security Condition 4(d) on any occasion is not equal to an authorised denomination (or integral multiple thereof) of such Deliverable Obligations then the Outstanding Principal Balance of Deliverable Obligations to be Delivered will be rounded down to the nearest authorised denomination or multiple thereof, or, if none, to zero. In such circumstances, the Deliverable Obligations that were not capable of being Delivered shall, if and to the extent practicable, be sold by the Issuer or such other agent as may be appointed by the Issuer for such purpose and, if they are so sold, the Issuer shall make payment in respect of each Credit Security in an amount equal to its *pro rata* share of the related net sale proceeds as soon as reasonably practicable following receipt thereof.

(e) Delivery and Fees

The Delivery of any of the Deliverable Obligations pursuant to the provisions of this Credit Security Condition 4 shall be made in such manner as the Issuer shall determine in a commercially reasonable manner, to be appropriate for such Delivery. Subject as set out in the definition of "Deliver":

(a) any recordation, processing or similar fee reasonably incurred by the Issuer and/or any of its Affiliates and payable to the agent under a Loan in connection with an assignment or novation (where Deliverable Obligations include Assignable Loans or Consent Required Loans) or participation (where Deliverable Obligations include Direct Loan Participations) shall be payable by the relevant Holders, and if any Stamp Tax or transaction tax is payable in connection with the Delivery of any Deliverable Obligations, payment thereof shall be made by the relevant Holders; and

(b) any other expenses arising from the Delivery and/or transfer of the Deliverable Obligations shall be for the account of the Holders or the Issuer, as appropriate, determined by the Calculation Agent in accordance with then current market conventions.

Delivery and/or transfer of the Deliverable Obligations shall be delayed until all expenses relating to such Delivery or transfer payable by the Holders have been paid to the satisfaction of the Issuer.

(f) Asset Transfer Notice

A Holder will not be entitled to any of the amounts or assets specified as being due to it in this Credit Security Condition 4(f) upon the occurrence of an Event Determination Date and delivery of the Notice of Physical Settlement unless it has presented or surrendered (as is appropriate) the relevant Credit Security and delivered an Asset Transfer Notice in accordance with W&C Security Condition 35.2(a) (*Asset Transfer Notices*) or Note Condition 4(b)(i) (*Physical Delivery*), as applicable. For so long as the Credit Securities are held in any clearing system, any communication from such clearing system on behalf of the Holder containing the information required in an Asset Transfer Notice will be treated as an Asset Transfer Notice. For as long as Bearer Securities are represented by a Global Security, surrender of Credit Securities for such purpose will be effected by presentation of the Global Security and its endorsement to note the principal amount or notional amount of Credit Securities to which the relevant Asset Transfer Notice relates.

(g) Credit Warrants

Physical Settlement shall not apply in relation to any Credit Warrants.

**5. Provisions relating to Obligation Category and Characteristics and Deliverable Obligation Category and Characteristics**

(a) Obligation Characteristics

If either of the Obligation Characteristics "Listed" or "Not Domestic Issuance" is specified in the related Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though the relevant Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds.

(b) Deliverable Obligation Category and Characteristics

If:

(i) any of the Deliverable Obligation Characteristics "Listed", "Not Domestic Issuance" or "Not Bearer" is specified in the related Final Terms or is applicable in respect of the applicable Transaction Type, such Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds;

(ii) the Deliverable Obligation Characteristic "Transferable" is specified in the applicable Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans;

(iii) any of the Deliverable Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified in the applicable Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans; and

(iv) more than one of "Assignable Loan", "Consent Required Loan" and "Direct Loan Participation" are specified in the applicable Final Terms as Deliverable Obligation Characteristics or is applicable in respect of the applicable Transaction Type, the Deliverable Obligations may include any Loan that

satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.

(c) Relevant Guarantee

If an Obligation or a Deliverable Obligation is a Relevant Guarantee, the following will apply:

(i) For purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Relevant Guarantee shall be deemed to be described by the same category or categories as those that describe the Underlying Obligation.

(ii) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms or applicable in respect of the relevant Transaction Type from the following list: "Not Subordinated", "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law".

(iii) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms or applicable in respect of the relevant Transaction Type from the following list: "Listed", "Not Domestic Issuance", "Assignable Loan", "Consent Required Loan", "Direct Loan Participation", "Transferable", "Maximum Maturity", "Accelerated or Matured" and "Not Bearer".

(iv) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.

(v) For the avoidance of doubt the provisions of this Credit Security Condition 5 apply in respect of the definitions of "Obligation" and "Deliverable Obligation" as the context admits.

(d) Maximum Maturity

For purposes of the application of the Deliverable Obligation Characteristic "Maximum Maturity", remaining maturity shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the remaining maturity shall be zero.

(e) Financial Reference Entity Terms and Governmental Intervention

If "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in respect of a Reference Entity, if an obligation would otherwise satisfy a particular Obligation Characteristic or Deliverable Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic or Deliverable Obligation Characteristic.

(f) Prior Deliverable Obligation or Package Observable Bond

For purposes of determining the applicability of Deliverable Obligation Characteristics and the requirements specified in Credit Security Condition 8(b) (Mod R) and Credit Security Condition 8(c) (Mod Mod R) to a

Prior Deliverable Obligation or a Package Observable Bond, any such determination shall be made by reference to the terms of the relevant obligation in effect immediately prior to the Asset Package Credit Event.

(g) Subordinated European Insurance Terms

If "Subordinated European Insurance Terms" is specified as applicable in respect of the Reference Entity, if an obligation would otherwise satisfy the "Maximum Maturity" Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Deliverable Obligation Characteristic.

(h) Accrued Interest

With respect to any Credit Securities for which:

(i) "Physical Settlement" is specified to be the Settlement Method in the related Final Terms (or for which Physical Settlement is applicable as the Fallback Settlement Method), the Outstanding Principal Balance of the Deliverable Obligations being Delivered will exclude accrued but unpaid interest, unless "Include Accrued Interest" is specified in the related Final Terms, in which case, the Outstanding Principal Balance of the Deliverable Obligations being Delivered will include accrued but unpaid interest;

(ii) "Cash Settlement" is specified to be the Settlement Method in the related Final Terms (or if Cash Settlement is applicable as the Fallback Settlement Method), and:

(A) "Include Accrued Interest" is specified in the related Final Terms, the Outstanding Principal Balance of the Reference Obligation or Valuation Obligation, as applicable, shall include accrued but unpaid interest;

(B) "Exclude Accrued Interest" is specified in the related Final Terms, the Outstanding Principal Balance of the Reference Obligation or Valuation Obligation, as applicable, shall not include accrued but unpaid interest; or

(C) neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified in the related Final Terms, the Calculation Agent shall determine based on the then current market practice in the market of the Reference Obligation or Valuation Obligation, as applicable, whether the Outstanding Principal Balance of the Reference Obligation or Valuation Obligation shall include or exclude accrued but unpaid interest and, if applicable, the amount thereof; or

(iii) Credit Security Condition 4(b) (Partial Cash Settlement Due to Impossibility or Illegality) or Credit Security Condition 4(c) (Non-Delivery of Deliverable Obligations) is applicable, the Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation, Undeliverable Loan Obligation, Undeliverable Participation or Unassignable Obligation, whether such Quotations shall include or exclude accrued but unpaid interest.

(i) Asset Package Delivery

"**Asset Package Delivery**" will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or DC Credit Event Announcement applicable to the Event Determination Date, or (ii) if the Reference Entity is a Sovereign, no Package Observable Bond exists immediately prior to such Asset Package Credit Event.

If the "Sovereign No Asset Package Delivery Supplement" is applicable in respect of a Reference Entity, then, notwithstanding the above, it shall be deemed that no Package Observable Bond exists with respect to such Reference Entity that is a Sovereign (even if such a Package Observable Bond has been published by ISDA) and accordingly, Asset Package Delivery shall not apply thereto.

**6. Successors**

(a) Provisions for determining a Successor

(i) The Calculation Agent may determine, following any succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) and with effect from the Succession Date, any Successor or Successors under the definition of "Successor"; provided that the Calculation Agent will not make such determination if, at the time of determination, the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations.

The Calculation Agent will make all calculations and determinations required to be made under the definition of "Successor" (or the provisions relating to the determination of a Successor) on the basis of Eligible Information.

In calculating the percentages used to determine whether an entity qualifies as a Successor under the definition of "Successor", if there is a Steps Plan, the Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession.

(ii) An entity may only be a Successor if:

(I) either (A) the related Succession Date occurs on or after the Successor Backstop Date, or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after January 1, 2014;

(II) the Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the Reference Entity; and

(III) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations by way of a Sovereign Succession Event.

(iii) In the case of an exchange offer, the determination required pursuant to the definition of "Successor" shall be made on the basis of the outstanding principal balance of Relevant Obligations exchanged and not on the basis of the outstanding principal balance of the Exchange Bonds or Loans.

(iv) If two or more entities (each, a "**Joint Potential Successor**") jointly succeed to a Relevant Obligation (the "**Joint Relevant Obligation**") either directly or as a provider of a Relevant Guarantee, then (i) if the Joint Relevant Obligation was a direct obligation of the Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (ii) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.

(b) Single Reference Entity

Where the Credit Securities are Single Reference Entity Credit Securities and a Succession Date has occurred and more than one Successor has been identified, each such Credit Security will be deemed for all purposes to have been divided, with effect from the Succession Date, into the same number of new Credit Securities as there are Successors with the following terms:

(i) each Successor will be a Reference Entity for the purposes of one of the deemed new Credit Securities;

(ii) in respect of each deemed new Credit Security, the Reference Entity Notional Amount will be the Reference Entity Notional Amount applicable to the original Reference Entity divided by the number of Successors; and

(iii) all other terms and conditions of the original Credit Securities will be replicated in each deemed new Credit Security except that the Calculation Agent shall make such modifications as it determines are required in order to preserve the economic effects of the original Credit Securities in the deemed new Credit Securities (considered in aggregate).

(c) Nth-to-Default

Where the Credit Securities are Nth-to-Default Credit Securities:

(i) where a Succession Date has occurred in respect of a Reference Entity (other than a Reference Entity in respect of which a Credit Event has occurred) and more than one Successor has been identified, each such Credit Security will be deemed for all purposes to have been divided, with effect from the Succession Date, into a number of new Credit Securities equal to the number of Successors. Each such new Credit Security shall include a Successor and each and every one of the unaffected Reference Entities and the provisions of Credit Security Condition 6(b)(i) to (iii) (inclusive) shall apply thereto;

(ii) if "Substitution" is specified as not being applicable in the Final Terms, where any Reference Entity (the "**Surviving Reference Entity**") (other than a Reference Entity that is subject to the Succession Date) would be a Successor to any other Reference Entity (the "**Legacy Reference Entity**") pursuant to a Succession Date, such Surviving Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity; and

(iii) if "Substitution" is specified as being applicable in the Final Terms, where the Surviving Reference Entity (other than a Reference Entity that is subject to the Succession Date) would be a Successor to a Legacy Reference Entity pursuant to a Succession Date:

(A) such Surviving Reference Entity shall be deemed not to be a Successor to the Legacy Reference Entity; and

(B) the Replacement Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity.

(d) Linear Basket

Where the Credit Securities are Linear Basket Credit Securities, and one or more Successors have been identified in respect of a Reference Entity that has been the subject of a related Succession Date (the "**Affected Entity**"), then, with effect from the Succession Date:

(i) the Affected Entity will no longer be a Reference Entity (unless it is a Successor as described in (ii) below);

(ii) each Successor will be deemed a Reference Entity (in addition to each Reference Entity which is not an Affected Entity);

(iii) the Reference Entity Notional Amount for each such Successor will equal the Reference Entity Notional Amount of the Affected Entity divided by the number of Successors;

(iv) the Calculation Agent may make any modifications to the terms of the Credit Securities which it determines may be required to preserve the economic effects of the Credit Securities prior to the Succession Date (considered in the aggregate); and

(v) for the avoidance of doubt, a Reference Entity may, as a result of a Succession Date, be represented in the basket with respect to multiple Reference Entity Notional Amounts for the Successor(s) of such Reference Entity.

**7. Provisions relating to LPN Reference Entities and CoCo Supplement**

(a) LPN Reference Entities

The following provisions shall apply if the relevant Final Terms provide that "LPN Reference Entity" is applicable:

(i) Multiple Holder Obligation will not be applicable with respect to any Reference Obligation and any Underlying Loan;

(ii) each Reference Obligation will be an Obligation notwithstanding anything to the contrary in these Credit Security Conditions, and in particular, that the obligation is not an obligation of the Reference Entity;

(iii) each Reference Obligation will be a Deliverable Obligation notwithstanding anything to the contrary in these Credit Security Conditions, and in particular, that the obligation is not an obligation of the Reference Entity;

(iv) for the avoidance of doubt, with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the outstanding principal balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation; and

(v) the "Not Subordinated" Obligation Characteristic and Deliverable Obligation Characteristic shall be construed as if no Reference Obligation was specified in respect of the Reference Entity.

(b) Provisions relating to CoCo Supplement

The following provisions shall apply in respect of a Reference Entity if the "CoCo Supplement" is applicable:

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

(ii) A CoCo Provision shall be deemed to be a provision which permits a Governmental Intervention for all purposes.

(iii) The following terms shall have the following meanings:

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

"**Trigger Percentage**" means the trigger percentage specified in respect of the Reference Entity (or if no such trigger percentage is specified, 5.25 per cent.).

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

**8. Restructuring Credit Event**

(a) Multiple Credit Event Notices (Credit Notes and Credit Certificates only)

Upon the occurrence of an M(M)R Restructuring with respect to a Reference Entity:

(i) the Calculation Agent may deliver multiple Credit Event Notices with respect to such M(M)R Restructuring, each such notice setting forth the amount of the relevant Reference Entity Notional Amount to which such notice applies (the "**Exercise Amount**") provided that if the Credit Event Notice does not specify an Exercise Amount, the then outstanding Reference Entity Notional Amount (and not a portion thereof) will be deemed to have been specified as the Exercise Amount;

(ii) the provisions of these Credit Security Conditions shall be deemed to apply to an aggregate outstanding principal amount or aggregate outstanding notional amount equal to the Exercise Amount only and all the provisions shall be construed accordingly; and

(iii) the Exercise Amount in connection with a Credit Event Notice describing an M(M)R Restructuring must be an amount that is at least 1,000,000 units of the Specified Currency (or, if Japanese Yen, 100,000,000 units) in which the Reference Entity Notional Amount is denominated or any integral multiple thereof or the entire relevant Reference Entity Notional Amount.

In the case of an Nth-to-Default Credit Security, once an Event Determination Date has occurred in respect of the Nth Reference Entity where the Credit Event is an M(M)R Restructuring, no further Credit Event Notices may be delivered in respect of any other Reference Entity (save to the extent that the Credit Securities are deemed to have been divided into new Credit Securities pursuant to Credit Security Condition 6).

If any Credit Security is subject to partial settlement in accordance with this Credit Security Condition 8, the relevant Credit Security or, if the Credit Securities are represented by a Global Security, such Global Security shall be endorsed to reflect such partial settlement.

This Credit Security Condition 8(a) shall not apply in relation to any Credit Warrants.

(b) Mod R

If (i) "Physical Settlement" or "Cash Settlement" is specified to be the Settlement Method in the related Final Terms (or is applicable as the Fallback Settlement Method), (ii) "Mod R" is specified as applicable in respect of the Reference Entity and (iii) Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation or, as applicable, Valuation Obligation is a Prior Deliverable Obligation and

Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation or, as applicable, Valuation Obligation may only be specified (or deemed specified) in the Notice of Physical Settlement or in any NOPS Amendment Notice or selected by the Issuer to form part of the related Valuation Obligations Portfolio, as applicable, if such Deliverable Obligation or, as applicable, Valuation Obligation:

(A) is a Fully Transferable Obligation; and

(B) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date,

in each case, as of both the NOPS Effective Date and the Delivery Date or, as applicable, as of the Relevant Valuation Date.

(c) Mod Mod R

If (i) "Physical Settlement" " or "Cash Settlement" is specified to be the Settlement Method in the related Final Terms (or is applicable as the Fallback Settlement Method), (ii) "Mod Mod R" is specified as applicable in respect of the Reference Entity and (iii) Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation or, as applicable, Valuation Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation or, as applicable, Valuation Obligation may only be specified (or deemed specified) in the Notice of Physical Settlement or in any NOPS Amendment Notice or selected by the Issuer to form part of the related Valuation Obligations Portfolio, as applicable, if it (A) is a Conditionally Transferable Obligation and (B) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of both the NOPS Effective Date and the Delivery Date or, as applicable, as of the Relevant Valuation Date. Notwithstanding the foregoing, for purposes of this paragraph, in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10-year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

If the relevant Deliverable Obligation specified in the Notice of Physical Settlement (or in any NOPS Amendment Notice, as applicable) or, as applicable, the relevant Valuation Obligation selected, is a Conditionally Transferable Obligation with respect to which consent is required to novate, assign or transfer and the requisite consent is refused (whether or not a reason is given for such refusal and, where a reason is given for such refusal, regardless of that reason), or is not received by the Physical Settlement Date or, as applicable, the Relevant Valuation Date (in which case it shall be deemed to have been refused), the Issuer shall, as soon as reasonably practicable, notify the relevant Holders of such refusal (or deemed refusal) and:

(i) each such Holder may designate a third party (which may or may not be an Affiliate of such Holder) to take Delivery of the Deliverable Obligation on its behalf; and

(ii) if a Holder does not designate a third party that takes Delivery on or prior to the date which is three Credit Security Business Days after the Physical Settlement Date, then the Issuer will redeem the Credit Securities for which Delivery has not occurred, by payment of the relevant Partial Cash Settlement Amount to such Holder. For the avoidance of doubt Credit Security Condition 4(b) will not apply to this paragraph.

(d) General Terms relating to Mod R and Mod Mod R

For the purposes of making a determination pursuant to "Mod R" and "Mod Mod R", final maturity date shall, subject to Credit Security Condition 8(c) (Mod Mod R), be determined on the basis of the terms of the Deliverable Obligation or, as applicable, Valuation Obligation in effect at the time of making such

determination and, in the case of a Deliverable Obligation or, as applicable, Valuation Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

(e) Multiple Holder Obligations

Notwithstanding anything to the contrary in the definition of "Restructuring" and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in sub-paragraph (a)(i) to (a)(v) (inclusive) thereof shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation, provided that any obligation that is a Bond shall be deemed to satisfy the requirements of sub-paragraph (b) of the definition of "Multiple Holder Obligation".

**9. Miscellaneous Provisions relating to Credit Securities**

(a) Determinations of the Calculation Agent

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Credit Security Conditions shall (in the absence of manifest error) be final and binding on the Issuer, the Guarantor (if applicable) and the Holders. Unless otherwise expressly stated, the Calculation Agent is not bound to follow or act in accordance with any determination of the relevant Credit Derivatives Determinations Committee. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. If the Calculation Agent chooses to rely on the determinations of the relevant Credit Derivatives Determinations Committee it may do so without liability. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Credit Securities including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent, the Issuer or the Guarantor (if applicable) shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

(b) Reversal of DC Resolutions

If, where a calculation or determination with respect to the Credit Securities has been made by the Calculation Agent in reliance upon a DC Resolution or otherwise resulted from a DC Resolution, ISDA publicly announces that such DC Resolution has been reversed by a subsequent DC Resolution, such reversal will be taken into account for the purposes of any subsequent calculations, provided that the ISDA public announcement occurs prior to the DC Resolution Reversal Cut-off Date (or where redeemed or settled in part, save to the extent of any such redemption or settlement). The Calculation Agent, acting in a commercially reasonable manner, will make any adjustment to any future payments as are required to take account of such reversal, including any payment of additional interest or any reduction in any interest or any other amount payable under the Credit Securities. For the avoidance of doubt, no accruals of interest shall be taken into account when calculating any such adjustment payment.

(c) Change in Standard Terms and Market Conventions

The Calculation Agent, acting reasonably, may (but shall not be obligated to) modify these Credit Security Conditions from time to time with effect from a date designated by the Calculation Agent to the extent reasonably necessary to ensure consistency with prevailing market standards or market trading conventions, which are, pursuant to the agreement of leading dealers in the credit derivatives market or any relevant ISDA committee, a market-wide protocol, any applicable law or regulation or the rules of any applicable exchange or clearing system, applicable to any Notional Credit Derivative Transaction or Hedge Transaction entered into prior to such date or terms thereof. The Calculation Agent shall notify the Issuer and the Holders as soon as

reasonably practicable upon making any such determination. For the avoidance of doubt, the Calculation Agent may not, without the consent of the Issuer and the Trustee, amend, pursuant to this Credit Security Condition 9(c) any of the terms and conditions of the Credit Securities other than the Credit Security Conditions.

In particular, the Calculation Agent may make such modifications as may be necessary to ensure consistency with any successor provisions ("**Successor Provisions**") which are published by ISDA and which supersede the 2003 ISDA Credit Derivatives Definitions, the 2003 ISDA Credit Derivatives Definitions as supplemented by the July 2009 Supplement and/or the 2014 ISDA Credit Derivatives Definitions, as the case may be, for the purposes of credit derivatives transactions generally (including with respect to transactions which are entered into prior to the relevant date of publication and which are outstanding as of that date) and/or may apply and rely on determinations of the Credit Derivatives Determinations Committee made in respect of a relevant Reference Entity under any such Successor Provisions notwithstanding any discrepancy between the terms of such Successor Provisions and these Credit Security Conditions.

This Credit Security Condition 9(c) shall apply unless the related Final Terms specifies that "Change in Standard Terms and Market Conventions" is not applicable.

(d) Delivery of Notices

As soon as reasonably practicable after receiving a Credit Event Notice or Notice of Publicly Available Information from the Calculation Agent, the Issuer shall promptly inform, or shall procure that the Calculation Agent informs the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. Resolutions of the Credit Derivatives Determinations Committee are, as of the date hereof, available on ISDA's website (www.isda.org) (or any successor website thereto).

(e) Effectiveness of Notices

Any notice referred to in Credit Security Condition 9(d) above which is delivered on or prior to 5.00 p.m. (London time) on a London Business Day is effective on such date and if delivered after such time or on a day that is not a London Business Day, is deemed effective on the next following London Business Day.

A notice given by telephone by the Issuer or the Calculation Agent will be deemed to have been delivered at the time the telephone conversation takes place.

(f) Excess Amounts

If, on a Business Day, the Calculation Agent reasonably determines that an Excess Amount has been paid to Holders on or prior to such day, then following notification of the determination of an Excess Amount to the Issuer and Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, the Issuer may deduct any such Excess Amount from future payments in relation to the Credit Securities (whether interest or principal) or may reduce the amount of any assets deliverable under the terms of the Credit Securities to the extent that it determines, acting reasonably, to be necessary to compensate for such Excess Amount.

(g) Provisions Relating to Timing

Subject to Credit Security Condition 9(e) and Credit Security Condition 9(h), in order to determine the day on which an event occurs for purposes of the Credit Security Conditions, the demarcation of days shall be made by reference to Greenwich Mean Time (or, if the Transaction Type of the Reference Entity relates to Japan, Tokyo time), irrespective of the time zone in which such event occurred. Any event occurring at midnight shall be deemed to have occurred immediately prior to midnight.

(h) Payment Timing

Notwithstanding the "Credit Event Notice" definition and Credit Security Condition 9(g) (Provisions Relating to Timing), if a payment is not made by the Reference Entity on its due date or, as the case may be, on the final day of the relevant Grace Period, then such failure to make a payment shall be deemed to have occurred on such day prior to midnight Greenwich Mean Time (or, if the Transaction Type of the Reference Entity relates to Japan, Tokyo time), irrespective of the time zone of its place of payment.

(i) Business Day Convention

If the last day of any period calculated by reference to calendar days falls on a day that is not a Business Day, such last day shall be subject to adjustment in accordance with the applicable Business Day Convention; provided that if the last day of any period is the Credit Event Backstop Date or the Successor Backstop Date, such last day shall not be subject to any adjustment in accordance with any Business Day Convention.

(j) No Frustration

In the absence of other reasons, the Credit Securities will not be considered frustrated, or otherwise void or voidable (whether for mistake or otherwise) solely because:

(i) the Reference Entity does not exist on, or ceases to exist on or following, the Trade Date; and/or

(ii) Obligations, Deliverable Obligations or the Reference Obligation do not exist on, or cease to exist on or following, the Trade Date.

**10. Definitions**

In these Credit Security Conditions:

"**Accelerated or Matured**" means an obligation under which the principal amount owed, whether by reason of maturity, acceleration, termination or otherwise, is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws.

"**Additional Credit Linked Security Disruption Event**" means any of Change in Law, Hedging Disruption, and/or Increased Cost of Hedging, in each case if specified as applying in the applicable Final Terms.

"**Additional LPN**" means any LPN issued by an LPN Issuer for the sole purpose of providing funds for the LPN Issuer to provide financing to the Reference Entity via an:

(a) Underlying Loan; or

(b) Underlying Finance Instrument,

provided that:

(i) either:

(i) in the event that there is an Underlying Loan with respect to such LPN, the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity; or

(ii) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics;

(ii) the LPN satisfies the following Deliverable Obligation Characteristics: Transferable, Not Bearer, Specified Currencies – Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and

(iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of holders of the LPNs.

"**Additional Obligation**" means each of the obligations listed as an Additional Obligation of the Reference Entity in the relevant "LPN Reference Obligation List" as published by Markit Group Limited, or any successor thereto, which list is currently available at http://www.markit.com/marketing/services.php.

"**Additional Provisions**" means any additional provisions from time to time published by ISDA for use in the over-the-counter credit derivatives market and specified as applicable in relation to a Reference Entity which may include:

(a) the Additional Provisions for Physically Settled Default Swaps - Monoline Insurer as Reference Entity, as published by ISDA on 21 January 2005; or

(b) any other provisions specified in relation to such Reference Entity.

"**Affected Entity**" has the meaning given to such term in Credit Security Condition 6(d) above.

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

"**Aggregate Incurred Recovery Amount**" means, in respect of Tranched Credit Securities and any date, a pro rata share per Tranched Credit Security of an amount (subject to a minimum of zero) equal to (a) the aggregate of any Incurred Recovery Amounts (calculated with respect to all Reference Entities up to and including such date) to the extent by which the Outstanding Principal/Notional Amount and (in the case of Credit Notes) the aggregate outstanding principal amount or (in the case of Credit Certificates) the aggregate outstanding Notional Amount has been reduced by such amount, minus (b) the sum of all Aggregate Unwind Costs (for the avoidance of doubt, without double counting).

"**Aggregate Loss Amount**" means, in respect of Tranched Credit Securities and any date, the aggregate of all Loss Amounts calculated with respect to all Reference Entities up to and including such date.

"**Aggregate Recovery Amount**" means, in respect of Tranched Credit Securities and any date, the aggregate of all Recovery Amounts calculated with respect to all Reference Entities up to and including such date.

"**Aggregate Unwind Costs**" has the meaning given to such term in the definition of "Unwind Costs".

"**Asset**" means each obligation, equity, amount of cash, security, fee (including any "early-bird" or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid or provided by the Reference Entity or a third party (or any value which was realized or capable of being realized in circumstances where the right and/or other asset no longer exists).

"**Asset Market Value**" means the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.

"**Asset Package**" means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or retained by a Relevant Holder in connection with such relevant Asset Package Credit Event (which may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be). If the Relevant Holder is offered a choice of Assets or a choice of combinations of Assets, the Asset Package will be the Largest Asset Package. If the Relevant Holder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero.

"**Asset Package Credit Event**" means:

(a) if "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in respect of the Reference Entity:

(i) a Governmental Intervention; or

(ii) a Restructuring in respect of the Reference Obligation, if "Restructuring" is specified as applicable in respect of the Reference Entity and such Restructuring does not constitute a Governmental Intervention; and

(b) if the Reference Entity is a Sovereign and "Restructuring" is specified as applicable in respect of the Reference Entity, a Restructuring,

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

"**Assignable Loan**" means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if the Reference Entity is guaranteeing such Loan) or any agent, and if specified as applicable to a Deliverable Obligation Category, the Assignable Loan Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Loans.

"**Attachment Point**" means, in respect of Tranched Credit Securities, the value specified as such in the applicable Final Terms.

"**Auction**" has the meaning set forth in the Transaction Auction Settlement Terms.

"**Auction Cancellation Date**" has the meaning set forth in the Transaction Auction Settlement Terms.

"**Auction Covered Transaction**" has the meaning set forth in the Transaction Auction Settlement Terms.

"**Auction Final Price**" has the meaning set forth in the Transaction Auction Settlement Terms or the Parallel Auction Settlement Terms identified by the Issuer in the Auction Settlement Amount Notice.

If "Zero Recovery" is specified as applicable in the Final Terms, the Auction Final Price shall be zero and, for the avoidance of doubt, no Auction Settlement Amount Notice shall be required.

"**Auction Final Price Determination Date**" has the meaning set forth in the Transaction Auction Settlement Terms.

"**Auction Settlement Amount**" means, in relation to any Reference Entity, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

(a) in respect of Credit Notes and Credit Certificates:

Auction Settlement Amount = Max [0, Min (A, [(A × B) – C])]

(b) in respect of Credit Warrants:

Auction Settlement Amount = Max (0, Min [A, ([A × (100% - B)] – C)])

Where:

"**A**" means (in the case of Credit Notes) the Calculation Amount or (in the case of Credit Certificates and Credit Warrants) the Notional Amount;

"**B**" means the relevant Auction Final Price; and

"**C**" means the Unwind Costs (unless the applicable Final Terms specify that Unwind Costs are not applicable, in which event "**C**" means zero).

"**Auction Settlement Amount Notice**" means a notice given by the Issuer to the Calculation Agent and the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, on or prior to the date which is 65 Business Days following the Final List Publication Date (or, if later, the Movement Option Cut-off Date) specifying:

(a) the Transaction Auction Settlement Terms or Parallel Auction Settlement Terms which the Issuer has elected to apply to the Credit Securities (provided that the Issuer may only elect to apply any Parallel Auction Settlement Terms (for purposes of which (i) in the case of Notes or Certificates, all Deliverable Obligations (as defined in respect of the Final List) on the Final List will be Permissible Deliverable Obligations, or (ii) in the case of Credit Warrants, the Permissible Deliverable Obligations are more limited than the Permissible Deliverable Obligations under the Transaction Auction Settlement Terms) in the circumstances set out in sub-paragraph (b) or (c)(ii) of the definition of "No Auction Announcement Date"); and

(b) the Auction Settlement Amount.

"**Auction Settlement Date**" means:

(a) the date that is three Business Days following delivery by the Issuer of the Auction Settlement Amount Notice to the Calculation Agent and the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable (or, if "Zero Recovery" is specified as applicable in the Final Terms, the date that is the relevant Event Determination Date); or

(b) (if "Settlement Deferral" is specified as applicable) if later, (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date. For the avoidance of doubt, this shall be without prejudice to Credit Security Condition 3(a) (Cessation of Interest Accrual).

"**Bankruptcy**" means a Reference Entity:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;

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

(d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition:

(i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

(ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;

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

(f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or

(h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in sub-paragraphs (a) to (g) (inclusive) above.

"**Bond**" means any obligation of a type included in the "Borrowed Money" Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money obligation.

"**Bond or Loan**" means any obligation that is either a Bond or a Loan.

"**Borrowed Money**" means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit).

"**Capped Reference Entity**" means, unless otherwise specified in the Final Terms, a Reference Entity having a specified Transaction Type in respect of which "60 Business Day Cap on Settlement" is expressed as applying in the Physical Settlement Matrix.

"**Cash Settlement Date**" means:

(a) the date that is the number of Business Days specified in the Final Terms (or, if a number of Business Days is not specified, three Business Days) immediately following the determination of the Weighted Average Final Price (or, if "Zero Recovery" is specified as applicable in the Final Terms, the date that is the relevant Event Determination Date); or

(b) (if "Settlement Deferral" is specified as applicable) if later, (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date. For the avoidance of doubt, this shall be without prejudice to Credit Security Condition 3(a) (Cessation of Interest Accrual).

"**Change in Law**" means that, on or after the Trade Date (as specified in the applicable Final Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency, regulatory 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 is unable to perform its obligations in respect of the Credit Securities or it has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Credit Securities; or

(b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the Credit Securities in issue or in holding, acquiring or disposing of any relevant hedge positions of the Credit Securities.

"**CoCo Supplement**" means the 2014 CoCo Supplement to the 2014 ISDA Credit Derivatives Definitions, as published by ISDA.

"**Combination Credit Certificates**" means Credit Certificates where the Issuer purchases credit protection from the Holders in respect of one or more tranched and/or untranched basket(s) of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

"**Combination Credit Notes**" means Credit Notes where the Issuer purchases credit protection from the Holders in respect of one or more tranched and/or untranched basket(s) of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

"**Combination Credit Securities**" means Combination Credit Certificates and/or Combination Credit Notes, as the case may be.

"**Conditionally Transferable Obligation**" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, in each case, as of both the NOPS Effective Date and the Delivery Date or, as applicable, as of the Relevant Valuation Date, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if the Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Conditionally Transferable Obligation".

"**Conforming Reference Obligation**" means a Reference Obligation which is a Deliverable Obligation determined in accordance with paragraph (a) of the definition of "Deliverable Obligation".

"**Consent Required Loan**" means a Loan that is capable of being assigned or novated with the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the Reference Entity is guaranteeing such Loan) or any agent, and, if specified as applicable to a Deliverable Obligation Category, the Consent Required Loan Deliverable Obligation Characteristic shall be applicable only in respect of obligations within the Deliverable Obligation Category that are Loans.

"**Credit Derivatives Auction Settlement Terms**" means, in relation to any Reference Entity, the Credit Derivatives Auction Settlement Terms published by ISDA, with respect to the relevant Reference Entity, a form of which will be published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as may be amended from time to time.

"**Credit Certificates**" means Certificates linked to the credit of a specified entity or entities.

"**Credit Derivatives Definitions**" means the 2014 ISDA Credit Derivatives Definitions, as published by ISDA, and, in addition, if Additional Provisions are specified to be applicable with respect to the Credit Securities in the Final Terms, as supplemented by the Additional Provisions.

"**Credit Derivatives Determinations Committee**" means each committee established pursuant to the Rules for purposes of reaching certain DC Resolutions in connection with credit derivative transactions in the over-the-counter market, as more fully described in the Rules.

"**Credit Event**" means the occurrence of one or more of Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring, Governmental Intervention or Additional Credit Event as specified with respect to a Reference Entity.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

(a) any lack or alleged lack of authority or capacity of the Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;

(b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;

(c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

(d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

"**Credit Event Backstop Date**" means, in respect of:

(a) Credit Notes or Credit Certificates, the date that is 60 calendar days prior to the Trade Date or, if so specified in the Final Terms, the Issue Date or such other date specified in the Final Terms; or

(b) Credit Warrants, (i) for the purposes of any event that constitutes a Credit Event (or with respect to Repudiation/Moratorium, the event described in paragraph (b) of the definition thereof), the date that is 60 calendar days prior to the Credit Event Resolution Request Date; or (ii) otherwise, the date that is 60 calendar days prior to the earlier of (A) the Notice Delivery Date, if the Notice Delivery Date occurs during the Notice Delivery Period and (B) the Credit Event Resolution Request Date, if the Notice Delivery Date occurs during the Post Dismissal Additional Period.

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

"**Credit Event Notice**" means an irrevocable notice from the Calculation Agent (which may be in writing (including by facsimile and/or email and/or by telephone)) to the Issuer that describes a Credit Event that occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date.

Any Credit Event Notice that describes a Credit Event (other than any Additional Credit Event) that occurred after the Scheduled Termination Date must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

A Credit Event Notice that describes a Credit Event other than an M(M)R Restructuring must be in respect of the full Reference Entity Notional Amount.

A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred, provided that where an Event Determination Date has occurred pursuant to sub-paragraph (b) of the definition thereof, a reference to the relevant DC Credit Event Announcement shall suffice. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective.

"**Credit Event Cash Settlement Amount**" means, in relation to any Reference Entity and unless otherwise specified in the Final Terms, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

(a) in respect of Credit Notes and Credit Certificates:

Credit Event Cash Settlement Amount = Max [0, Min (A, [(A × B) – C])]

(b) in respect of Credit Warrants:

Credit Event Cash Settlement Amount = Max (0, Min [A, ([A × (100% - B)] – C)])

Where:

"**A**" means (in the case of Credit Notes) the Calculation Amount or (in the case of Credit Certificates and Credit Warrants) the Notional Amount;

"**B**" means the Weighted Average Final Price, or if so specified in the applicable Final Terms, the Final Price or such other price specified therein; and

"**C**" means the Unwind Costs (unless the applicable Final Terms specify that Unwind Costs are not applicable, in which event "**C**" means zero),

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

"**Credit Event Resolution Request Date**" means, with respect to a DC Credit Event Question, the date as publicly announced by the DC Secretary that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC Credit Event Question.

"**Credit Notes**" means Notes linked to the credit of a specified entity or entities.

"**Credit Securities**" means Credit Notes, Credit Certificates and/or Credit Warrants.

"**Credit Security Business Day**" means, in respect of any Reference Entity, (a)(i) a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose with respect to such Reference Entity, and/or (ii) a TARGET Settlement Day (if "TARGET" or "TARGET Settlement Day" is specified with respect to such Reference Entity), or (b) if a place or places or such terms are not so specified, (i) if the related Reference Entity Notional Amount is

denominated in the euro, a TARGET Settlement Day, or (ii) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the currency of denomination of the related Reference Entity Notional Amount.

Business Days referenced in the Physical Settlement Matrix shall be deemed to be Credit Security Business Days.

"**Credit Security Dealer**" means a dealer in obligations of the type of Obligation(s) (as the case may be) for which quotations are to be obtained (as selected by the Calculation Agent) and may include the Calculation Agent or its Affiliate and a Holder or its Affiliate or as may otherwise be specified in the Final Terms.

"**Credit Security Settlement Date**" means either:

(a) (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date; or

(b) where an Extension Notice in relation to a Reference Entity is delivered by the Calculation Agent to the Issuer at or prior to 11:00 a.m. (London time) on the date falling two London Business Days prior to (in the case of Credit Notes) the Maturity Date, (in the case of Credit Certificates) the Redemption Date or (in the case of Credit Warrants) the Expiration Date, the date falling two Business Days after the latest to occur of the expiry of the Notice Delivery Period, the expiry of the Post Dismissal Additional Period or the latest date on which it would be possible for the Calculation Agent or the Issuer to deliver a Credit Event Notice under paragraph (b)(i)(B) or (b)(ii) of the definition of "Event Determination Date".

"**Credit Warrants**" means Warrants linked to the credit of a specified entity or entities.

"**Currency Amount**" means with respect to:

(a) a Deliverable Obligation specified in a Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, or a selected Valuation Obligation that is denominated in a currency other than the Settlement Currency, an amount converted to the Settlement Currency using a conversion rate determined by reference to the Currency Rate; and

(b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, an amount converted to the Settlement Currency (or, if applicable, back into the Settlement Currency) using a conversion rate determined by reference to the Currency Rate, if any, and each Revised Currency Rate used to convert each Replaced Deliverable Obligation Outstanding Amount specified in each NOPS Amendment Notice with respect to that portion of the relevant Reference Entity Notional Amount into the currency of denomination of the relevant Replacement Deliverable Obligation.

"**Currency Rate**" means with respect to:

(a) a Deliverable Obligation specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, or a selected Valuation Obligation, the rate of conversion between the Settlement Currency and the currency in which the Outstanding Amount of such Deliverable Obligation is denominated that is either:

(i) determined by reference to the Currency Rate Source as at the Next Currency Fixing Time; or

(ii) if such rate is not available at such time, as the Calculation Agent shall determine in a commercially reasonable manner; and

(b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the Revised Currency Rate.

"**Currency Rate Source**" means the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee.

"**DC Announcement Coverage Cut-off Date**" means, with respect to a DC Credit Event Announcement, the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is (in the case of Credit Notes or Credit Certificates) 21 calendar days or (in the case of Credit Warrants) fourteen calendar days following the No Auction Announcement Date, if any, as applicable.

"**DC Credit Event Announcement**" means, with respect to a Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event has occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date, provided that if the Credit Event occurred after the Scheduled Termination Date, the DC Credit Event Announcement must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

"**DC Credit Event Meeting Announcement**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that a Credit Derivatives Determinations Committee will be convened to Resolve the matters described in a DC Credit Event Question.

"**DC Credit Event Question**" means a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve whether an event that constitutes a Credit Event has occurred.

"**DC Credit Event Question Dismissal**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in a DC Credit Event Question.

"**DC No Credit Event Announcement**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that is the subject of a DC Credit Event Question does not constitute a Credit Event.

"**DC Resolution**" has the meaning given to that term in the Rules.

"**DC Resolution Reversal Cut-off Date**" means the earliest to occur of the Auction Final Price Determination Date, a Valuation Date, a Physical Settlement Date, a Delivery Date, the Credit Security Settlement Date or other redemption or settlement date of the Credit Securities or the date on which instructions are given by or on behalf of the Issuer for any such redemption or settlement or any date, as determined by the Calculation Agent acting in a commercially reasonable manner, of termination, settlement, replacement or re-establishment in whole or in part of any Hedge Transaction (or entry into a binding commitment in respect of any of the foregoing) by or on behalf of the Issuer and/or any of its Affiliates (following the occurrence of an Event Determination Date or in reliance on a prior DC Resolution), as applicable.

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

"**Deemed Interest Reduction**" has the meaning given to such term in Credit Security Condition 1(f) (*Tranched Credit Securities*).

"**Default Requirement**" means the amount as may be specified as such in the Final Terms or, if a Transaction Type is specified, the amount specified as such in the Physical Settlement Matrix or its equivalent in the relevant Obligation Currency (or, if no such amount is specified, U.S.$ 10,000,000 or its equivalent in the relevant Obligation Currency), in either case, as of the occurrence of the relevant Credit Event.

"**Deliver**" means:

(a) to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, with respect to Deliverable Obligations where only equitable title is customarily conveyed, all equitable title) and interest in the Deliverable Obligations specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, to the Issuer or the Holders, as the case may be, free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearance system, but including, without limitation, any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in the definition of "Credit Event") or right of set-off by or of the Reference Entity or any applicable Underlying Obligor) provided that (i) if a Deliverable Obligation is a Direct Loan Participation, "Deliver" means to create (or procure the creation of) a participation in favour of the Issuer or the Holders, as the case may be, and (ii) if a Deliverable Obligation is a Guarantee, "Deliver" means to Deliver both the Underlying Obligation and the Guarantee, provided further that if the Guarantee has a Fixed Cap, (A) "Deliver" means to Deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap and (B) those claims shall be deemed to be Deliverable Obligations). "**Delivery**" and "**Delivered**" will be construed accordingly.

In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time, provided further that the Issuer and each Holder agrees to comply with the provisions of any documentation (which shall include any market advisory that the relevant Credit Derivatives Determinations Committee Resolves to approve for such purpose) that the relevant Credit Derivatives Determinations Committee Resolves constitutes documentation customarily used in the relevant market for Delivery of such Loan at that time, as such documentation may be amended to the extent the relevant Credit Derivatives Determinations Committee Resolves is appropriate, which is consistent with the delivery and payment obligations of the parties hereunder. The Issuer agrees, and each Holder is deemed to further agree, that compliance by the Issuer with the provisions of any such documentation shall be required for, and, without further action, constitute, Delivery for the purposes of this definition (to the extent that such documentation contains provisions describing how Delivery should be effected) and neither the Issuer nor any Holder shall be permitted to request that any party take nor shall the Issuer or any Holder be required to take, any action or make any payment in connection with such Delivery, as applicable, unless otherwise contemplated by such documentation.

(b) If Asset Package Delivery applies, (i) Delivery of a Prior Deliverable Obligation or a Package Observable Bond specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, may be satisfied by Delivery of the related Asset Package, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event, (ii) paragraph (a) of the definition of "Deliver" and the relevant provisions on delivery shall be deemed to apply to each Asset in the Asset Package provided that if any such Asset is not a Bond, it shall be treated as if it were a Loan for these purposes, (iii) if the Asset Package is zero, the Outstanding Amount of the Prior

Deliverable Obligation or Package Observable Bond shall be deemed to have been Delivered in full three Business Days following the date on which the Issuer or Calculation Agent (on its behalf) has notified the Holders of the detailed description of the Asset Package that it intends to Deliver in accordance with the definition of "Notice of Physical Settlement", (iv) the Issuer may satisfy its obligation to make Delivery of the Prior Deliverable Obligation or Package Observable Bond in part by Delivery of each Asset in the Asset Package in the correct proportion and (v) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the Asset shall be deemed to be an amount of cash equal to the Asset Market Value.

"**Deliverable Obligation**" means:

(a) any obligation of the relevant Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the Method for Determining Deliverable Obligations;

(b) the Reference Obligation;

(c) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Deliverable Obligation; and

(d) if Asset Package Delivery is applicable, any Prior Deliverable Obligation (if "Financial Reference Entity Terms" is specified as applicable in respect of the Reference Entity) or any Package Observable Bond (if the Reference Entity is a Sovereign),

in each case, (i) unless it is an Excluded Deliverable Obligation and (ii) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for purposes of paragraph (d), immediately prior to the relevant Asset Package Credit Event).

For purposes of the "**Method for Determining Deliverable Obligations**", the term "Deliverable Obligation" may be defined as each obligation of the Reference Entity described by the Deliverable Obligation Category specified in respect of the Reference Entity, and, subject to Credit Security Condition 5 (Provisions relating to Obligation Category and Characteristics and Deliverable Obligation Category and Characteristics), having each of the Deliverable Obligation Characteristics, if any, specified in respect of the Reference Entity, in each case, as of both the NOPS Effective Date and the Delivery Date (unless otherwise specified).

"**Deliverable Obligation Category**" means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan as specified in relation to a Reference Entity. If any of Payment, Borrowed Money, Loan or Bond or Loan is specified as the Deliverable Obligation Category and more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified as Deliverable Obligation Characteristics, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics. No Deliverable Obligation Characteristics are applicable to Reference Obligation Only.

"**Deliverable Obligation Characteristics**" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.

"**Deliverable Obligation Provisions**" in relation to any Reference Entity, has the meaning set forth in the Credit Derivatives Auction Settlement Terms.

"**Deliverable Obligation Terms**" in relation to any Reference Entity, has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

"**Delivery Date**" means, with respect to a Deliverable Obligation or an Asset Package, the date on which such Deliverable Obligation or Asset Package is Delivered (or deemed Delivered under paragraph (b)(iii) of the definition of "Deliver").

"**Direct Loan Participation**" means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Holder that provides each Holder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Holder and either:

(a) the Issuer or the Guarantor (as applicable) (in either case, to the extent that the Issuer or the Guarantor (as applicable), is then a lender or member of the relevant lending syndicate), or

(b) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate).

"**Domestic Currency**" means the currency specified as such in relation to a Reference Entity and any successor currency thereto. If no currency is so specified, the Domestic Currency shall be the lawful currency and any successor currency of:

(a) the relevant Reference Entity, if the Reference Entity is a Sovereign; or

(b) the jurisdiction in which the relevant Reference Entity is organised, if the Reference Entity is not a Sovereign.

"**Domestic Law**" means each of the laws of (a) the Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organized, if such Reference Entity is not a Sovereign.

"**Downstream Affiliate**" means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

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

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

"**Eligible Transferee**" means each of the following:

(a) any:

(i) bank or other financial institution;

(ii) insurance or reinsurance company;

(iii) mutual fund, unit trust or similar collective investment vehicle (other than an entity described in sub-paragraph (c)(i) below); and

(iv) registered or licensed broker or dealer (other than a natural person or proprietorship),

provided, however, in each case that such entity has total assets of at least USD 500,000,000;

(b) an Affiliate of an entity specified in (a) above;

(c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:

(i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralized debt obligations, commercial paper conduit or other special purpose vehicle) that (I) has total assets of at least USD 100,000,000 or (II) is one of a group of investment vehicles under common control or management having, in aggregate, total assets of at least USD 100,000,000:

(ii) that has total assets of at least USD 500,000,000; or

(iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in paragraphs (a), (b), (c)(ii) or (d) hereof; and

(d) any:

(i) Sovereign; or

(ii) entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development,

All references in this definition to U.S.$ or USD include equivalent amounts in other currencies, as determined by the Calculation Agent.

"**Event Determination Date**" means, in respect of any Credit Event:

(a) subject to sub-paragraph (b) below, the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or

(b) save in respect of Credit Warrants and an M(M)R Restructuring Credit Event and notwithstanding sub-paragraph (a) above, if a DC Credit Event Announcement has occurred and the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date), either:

(i) the Credit Event Resolution Request Date, if either:

(A) (I) the Credit Event is not an M(M)R Restructuring; and

(I) the Trade Date occurs on or prior to a DC Announcement Coverage Cut-off Date; or

(B) (I) the Credit Event is an M(M)R Restructuring; and

(I) a Credit Event Notice is delivered by the Calculation Agent to the Issuer on or prior to the Exercise Cut-off Date; or

(ii) if so elected by the Calculation Agent, the first date on which a Credit Event Notice is delivered by the Calculation Agent to the Issuer during either the Notice Delivery Period or the period from and including the date of the DC Credit Event Announcement to and including the date that is (in the case of Credit Notes or Credit Certificates) 15 Business Days or (in the case of Credit Warrants) fourteen calendar days thereafter,

provided that:

(i) no Physical Settlement Date or Cash Settlement Date (as applicable) has occurred on or prior to the date on which the DC Credit Event Meeting Announcement occurs;

(ii) if any Valuation Date or Delivery Date, as applicable, has occurred on or prior to the date on which the DC Credit Event Meeting Announcement occurs, an Event Determination Date shall be deemed to have occurred only with respect to the portion of the Reference Entity Notional Amount, if any, with respect to which no Valuation Date or Delivery Date, as applicable, has occurred; and

(iii) no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered by the Calculation Agent to the Issuer:

(A) unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date;

(B) unless, and to the extent that, the Exercise Amount specified in any such Credit Event Notice was less than the then outstanding Reference Entity Notional Amount; or

(C) unless the Notional Credit Derivative Transaction is an Auction Covered Transaction and the Deliverable Obligations set out on the Final List are identical to the Permissible Deliverable Obligations for such Notional Credit Derivative Transaction.

No Event Determination Date will occur with respect to an event, and any Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, a DC No Credit Event Announcement occurs with respect to the event that, but for such DC No Credit Event Announcement, would have constituted a Credit Event, prior to the DC Resolution Reversal Cut-off Date.

In respect of Credit Warrants and an M(M)R Restructuring Credit Event, the Calculation Agent will deliver a Credit Event Notice as soon as reasonably practicable after a DC Credit Event Announcement only if it determines that an Auction has been held or will be held in respect of Deliverable Obligations which are eligible as Valuation Obligations under the terms of the Credit Warrants. An Event Determination Date will occur in such case on the date on which such Credit Event Notice is delivered by the Calculation Agent to the Issuer, and a Notice of Publicly Available Information shall not be required.

"**Excess Amount**" means any amount paid to the Holders but which was not due on the Credit Securities, as a result of the occurrence of a DC Credit Event Announcement, Event Determination Date or Credit Event Resolution Request Date on or around the date on which the amount in question would otherwise have been required to be paid or as a result of any Writedown Amount not having been taken into account.

"**Excluded Deliverable Obligation**" means:

(a) any obligation of the Reference Entity specified as such or of a type described in the related Final Terms;

(b) any principal only component of a Bond from which some or all of the interest components have been stripped; and

(c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

"**Excluded Obligation**" means:

(a) any obligation of the Reference Entity specified as such or of a type described in the related Final Terms;

(b) if "Financial Reference Entity Terms" is specified as applicable in respect of the Reference Entity and the Reference Entity is a Senior Transaction, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and

(c) if "Financial Reference Entity Terms" is specified as applicable in respect of the Reference Entity and the Reference Entity is a Subordinated Transaction, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

"**Exercise Amount**" has the meaning given to it in Credit Security Condition 8(a)(i).

"**Exercise Cut-off Date**" means the date that is the later of:

(a) 65 Business Days following the Final List Publication Date;

(b) 15 Credit Security Business Days following the Auction Final Price Determination Date, if any;

(c) 15 Credit Security Business Days following the Auction Cancellation Date, if any; or

(d) 15 Credit Security Business Days following the No Auction Announcement Date, if any,

or such later date as the relevant Credit Derivatives Determinations Committee Resolves.

"**Exhaustion Point**" means, in respect of Tranched Credit Securities, the value specified as such in the applicable Final Terms.

"**Expiration Date**" means the date specified as such in the applicable Final Terms which shall not be subject to adjustment in accordance with any Business Day Convention.

"**Extended Physical Settlement Date**" means:

(a) in the case of a Capped Reference Entity, the 60$^{th}$ Credit Security Business Day following the Physical Settlement Date, provided that if, under the terms of a Hedge Transaction, the Original Bonds or Original Loans (or Assets which form part of the Asset Package intended to be Delivered in lieu of a Prior Deliverable Obligation or Package Observable Bond (the "**Original Assets**"), or any other Deliverable Obligations in lieu thereof), may not be received by the Issuer and/or any of its Affiliates on or before the Extended Physical Settlement Date but the Issuer and/or any of its Affiliates may, in accordance with the terms of the Hedge Transaction, receive or otherwise obtain such Original Bonds or such Original Loans or other Bonds or Loans in lieu thereof or Original Assets or any other Deliverable Obligations in lieu thereof on or before the date falling three Credit

Security Business Days (in a case where Original Bonds may be received or otherwise obtained after the Extended Physical Settlement Date) or ten Credit Security Business Days (in a case where Original Loans or other Loans or Bonds in lieu thereof or Original Assets or any other Deliverable Obligations in lieu thereof may be received or otherwise obtained after the Extended Physical Settlement Date) after the Extended Physical Settlement Date, such date may be further extended to a date falling up to three Credit Security Business Days or ten Credit Security Business Days, respectively, after the original Extended Physical Settlement Date, or to such earlier date as the Calculation Agent may determine; and

(b) in the case of a Non-Capped Reference Entity, such date as the Calculation Agent may select, provided that such date falls no later than the 120th Credit Security Business Day following the Physical Settlement Date or, in the absence of such selection, such 120th Credit Security Business Day.

"**Extension Date**" means the latest of:

(a) the Scheduled Termination Date;

(b) the Grace Period Extension Date if:

(i) "Failure to Pay" and "Grace Period Extension" are specified as applicable in relation to any Reference Entity;

(ii) the Potential Failure to Pay with respect to the relevant Failure to Pay occurs on or prior to the Scheduled Termination Date; and

(iii) an Extension Notice is delivered under sub-paragraph (b) of the definition thereof;

(c) the Repudiation/Moratorium Evaluation Date (if any) if:

(i) Repudiation/Moratorium is specified as applicable in relation to any Reference Entity; and

(ii) an Extension Notice is delivered under sub-paragraph (c) of the definition thereof.

"**Extension Notice**" means a notice from the Calculation Agent to the Issuer giving notice of the following in relation to a Reference Entity:

(a) without prejudice to sub-paragraphs (b), (c) or (d) below, that a Credit Event has occurred or may occur on or prior to the Scheduled Termination Date; or

(b) that a Potential Failure to Pay has occurred or may occur on or prior to the Scheduled Termination Date; or

(c) that a Potential Repudiation/Moratorium has occurred or may occur on or prior to the Scheduled Termination Date; or

(d) that a Credit Event Resolution Request Date has occurred or may occur on or prior to the last day of the Notice Delivery Period.

"**Failure to Pay**" means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure.

If an occurrence that would constitute a Failure to Pay (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

"**Fallback Settlement Event**" means:

(a) an Auction Cancellation Date occurs;

(b) a No Auction Announcement Date occurs (and in circumstances where the No Auction Announcement Date occurs pursuant to sub-paragraph (b) or (c)(ii) of the definition thereof, the Issuer has not delivered an Auction Settlement Amount Notice specifying an applicable Parallel Auction Settlement Terms on or prior to the Movement Option Cut-off Date);

(c) a DC Credit Event Question Dismissal occurs; or

(d) an Event Determination Date has occurred pursuant to sub-paragraph (a) of the definition of "Event Determination Date", and no Credit Event Request Resolution Date has occurred within three Business Days of such Event Determination Date.

"**Fallback Settlement Method**" means Cash Settlement or Physical Settlement, as specified in the Final Terms.

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

"**Final List Publication Date**" means, in respect of a Credit Event, the date on which the last Final List in respect of such Credit Event is published by ISDA.

"**Final Price**" means the price of the Reference Obligation or, as applicable, any Valuation Obligation, Deliverable Obligation or Undeliverable Obligation, expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount (or, as the case may be, the Outstanding Amount of the relevant Prior Deliverable Obligation or Package Observable Bond immediately prior to the Asset Package Credit Event), as applicable, determined in accordance with:

(a) (in the case of Credit Notes or Credit Certificates) the highest Quotation or (in the case of Credit Warrants) the lowest Quotation obtained by the Calculation Agent (or otherwise in accordance with the definition of "Quotation") with respect to the Relevant Valuation Date (or, in the case of a relevant Asset other than Borrowed Money and other than a Non-Transferable Instrument or Non-Financial Instrument, such other market value of the relevant Asset as may be determined by the Calculation Agent in a commercially reasonable manner); or

(b) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the relevant Asset Market Value.

For the avoidance of doubt, if the Asset Package is or is deemed to be zero, the Final Price shall be zero.

If "Zero Recovery" is specified as applicable in the Final Terms, the Final Price shall be zero.

"**Final Price Calculation Date**" means an Auction Final Price Determination Date or, as the case may be, the date on which the Weighted Average Final Price or (as applicable) the Final Price is determined in respect of a particular Credit Event and the relevant Reference Entity. If "Zero Recovery" is specified as applicable in the Final Terms, the Final Price Calculation Date shall be the relevant Event Determination Date.

"**Final Settlement Date**" means the 10th Business Day following the latest to occur of the Final Price Calculation Dates in respect of the Reference Entities.

"**First Ranking Interest**" means an Interest which is expressed as being "first ranking", "first priority", or similar ("**First Ranking**") in the document creating such Interest (notwithstanding that such Interest may not be First Ranking under any insolvency laws of any relevant insolvency jurisdiction of the LPN Issuer).

"**Fixed Cap**" means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

"**Full Quotation**" means, in accordance with (in the case of Credit Notes or Credit Certificates) the bid quotations or (in the case of Credit Warrants) the offer quotations provided by the Credit Security Dealers, each firm quotation (expressed as a percentage of the Outstanding Principal Balance or Due and Payable Amount, as applicable) obtained from a Credit Security Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Reference Obligation, Deliverable Obligation or, as the case may be, Undeliverable Obligations with an Outstanding Principal Balance or Due and Payable Amount, as applicable, equal to the Quotation Amount.

"**Fully Transferable Obligation**" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation other than Bonds, in each case, as of both the NOPS Effective Date and the Delivery Date or, as applicable, the Relevant Valuation Date. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Fully Transferable Obligation".

"**Further Subordinated Obligation**" means, if the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

"**Governmental Authority**" means (i) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof); (ii) any court, tribunal, administrative or other governmental, inter-governmental or supranational body; (iii) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Reference Entity or some or of all of its obligations; or (iv) any other authority which is analogous to any of the entities specified in (i) to (iii).

"**Governmental Intervention**" means:

(a) that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

(i) any event which would affect creditors' rights so as to cause:

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

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

(C) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or

(D) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;

(ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;

(iii) a mandatory cancellation, conversion or exchange; or

(iv) any event which has an analogous effect to any of the events specified in (a)(i) to (a)(iii) above.

(b) For purposes of (a) above, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee.

"**Grace Period**" means:

(a) subject to sub-paragraphs (b) and (c), the applicable grace period with respect to payments under and in accordance with the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;

(b) if "Grace Period Extension" is applicable in relation to the relevant Reference Entity, a Potential Failure to Pay has occurred on or prior to the Scheduled Termination Date and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Termination Date, the Grace Period shall be deemed to be the lesser of such grace period and the period specified as such in the applicable Final Terms or, if no period is specified, thirty calendar days; and

(c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless Grace Period Extension is specified as applicable in relation to the relevant Reference Entity, such deemed Grace Period shall expire no later than the Scheduled Termination Date.

"**Grace Period Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation or if a place or places are not so specified, (a) if the Obligation Currency is the euro, a TARGET Settlement Day, or (b) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

"**Grace Period Extension Date**" means, if:

(a) "Grace Period Extension" is specified as applicable in relation to a Reference Entity; and

(b) a Potential Failure to Pay occurs on or prior to the Scheduled Termination Date,

the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay. If "Grace Period Extension" is not specified as applicable in relation to a Reference Entity, Grace Period Extension shall not apply.

"**Guarantee**" means a Relevant Guarantee or a guarantee which is the Reference Obligation.

"**Hedge Disruption Event**" means the Issuer and/or any of its Affiliates has not received the relevant Deliverable Obligations and/or cash under the terms of a Hedge Transaction.

"**Hedge Transaction**" means any transaction or trading position entered into or held by the Issuer and/or any of its Affiliates to hedge, directly or indirectly, the Issuer's obligations or positions (whether in whole or in part) in respect of the Credit Securities.

"**Hedging Disruption**" means that the Issuer, the Guarantor, if applicable, and/or any of their respective Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge its exposure with respect to the Credit Securities, 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 Credit Securities.

"**Implicit Portfolio Size**" means an amount equal to (in the case of Credit Notes) the Aggregate Nominal Amount or (in the case of Credit Certificates) the aggregate Notional Amount as at the Issue Date divided by the Tranche Size.

"**Incurred Loss Amount**" means, with respect to a Reference Entity and a Final Price Calculation Date, an amount calculated on such Final Price Calculation Date equal to the lowest of:

(a) the Loss Amount;

(b) the Aggregate Loss Amount (including the related Loss Amount for that Reference Entity and Final Price Calculation Date) minus the Loss Threshold Amount on such Final Price Calculation Date (following any adjustments thereto on such date), subject to a minimum of zero; and

(c) the Outstanding Principal/Notional Amount (prior to any reduction thereto in respect of that Reference Entity and Final Price Calculation Date).

"**Incurred Recovery Amount**" means, with respect to a Reference Entity and a Final Price Calculation Date, an amount calculated on such Final Price Calculation Date equal to the lowest of:

(a) the Recovery Amount;

(b) the Aggregate Recovery Amount (including the related Recovery Amount for that Reference Entity and Final Price Calculation Date) minus the Recovery Threshold Amount on such Final Price Calculation Date (following any adjustments thereto on such date), subject to a minimum of zero; and

(c) the Outstanding Principal/Notional Amount (prior to any reduction thereto in respect of that Reference Entity and Final Price Calculation Date).

"**Increased Cost of Hedging**" means that the Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Credit

Securities, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer, the Guarantor, (if applicable) and/or any of their respective Affiliates shall not be deemed an Increased Cost of Hedging.

"**Index Sponsor**" means, in respect of a Reference Portfolio, the index sponsor (if any) specified as such in the applicable Final Terms.

"**Indicative Quotation**" shall mean each bid quotation obtained from a Credit Security Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation equal to the Quotation Amount, which reflects such Credit Security Dealer's reasonable assessment of the price of such Undeliverable Obligation based on such factors as such Credit Security Dealer may consider relevant, which may include historical prices and recovery rates.

"**Interest**" means, for the purposes of the definition of "First Ranking Interest", a charge, security interest or other type of interest having similar effect.

"**Interest Shortfall Amount**" means, in respect of each Credit Security and any Interest Payment Date or the Final Settlement Date, an amount equal to the aggregate of the shortfalls in the interest paid in respect of such Credit Security on any previous Interest Payment Date as a result of a Deemed Interest Reduction as against the interest which would have been payable in respect of such Credit Security on such Interest Payment Date on the basis of the actual Writedown Amount (if any) determined on the related Final Price Calculation Date or, as the case may be, on the basis of a determination by the Calculation Agent that no Event Determination Date has subsequently occurred or could subsequently occur in respect of the relevant Reference Entity.

"**Interest Shortfall Payment Date**" means, in respect of an Interest Shortfall Amount, the first Interest Payment Date to occur after the second Business Day following the related Final Price Calculation Date or the related date of determination by the Calculation Agent that no Event Determination Date has subsequently occurred or could subsequently occur in respect of the relevant Reference Entity, or, if there is no such Interest Payment Date, the Final Settlement Date

"**ISDA**" means the International Swaps and Derivatives Association, Inc. (or any successor thereto).

"**July 2009 Supplement**" means the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions, as published by ISDA on 14 July 2009.

"**Largest Asset Package**" means, in respect of a Prior Deliverable Obligation or a Package Observable Bond, as the case may be, the package of Assets for which the greatest amount of principal has been or will be exchanged or converted (including by way of amendment), as determined by the Calculation Agent by reference to Eligible Information. If this cannot be determined, the Largest Asset Package will be the package of Assets with the highest immediately realizable value, determined by the Calculation Agent in accordance with the methodology, if any, determined by the relevant Credit Derivatives Determinations Committee.

"**Latest Credit Security Settlement Date**" means the latest to occur of the Credit Security Settlement Dates determined in relation to each Reference Entity in the Reference Portfolio, Tranched Interest Reference Portfolio, Tranched Principal Reference Portfolio, Untranched Interest Reference Portfolio and/or Untranched Principal Reference Portfolio.

"**Latest Maturity Restructured Bond or Loan**" means, in respect of a Reference Entity and a Credit Event that is a Restructuring, the Restructured Bond or Loan with the latest final maturity date.

"**Latest Permissible Physical Settlement Date**" means, in respect of a Potential Cash Settlement Event in respect of a Deliverable Obligation comprised of Loans where "Partial Cash Settlement of Consent Required Loans", "Partial Cash Settlement of Assignable Loans" or "Partial Cash Settlement of Participations" is specified as applicable in respect of the relevant Reference Entity, the date that is 15 Credit Security Business Days after the Physical Settlement Date, or, in respect of any other Potential Cash Settlement Event, 30 calendar days following the Physical Settlement Date.

"**Legacy Reference Entity**" has the meaning given to such term in Credit Security Condition 6(c)(ii) above.

"**Limitation Date**" means, in respect of a Credit Event that is a Restructuring, the first of March 20, June 20, September 20 or December 20 in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the "**2.5-year Limitation Date**"), 5 years, 7.5 years, 10 years (the "**10-year Limitation Date**"), 12.5 years, 15 years or 20 years, as applicable. Limitation Dates shall not be subject to adjustment in accordance with any Business Day Convention.

"**Linear Basket Credit Certificate**" means Credit Certificates where the Issuer purchases credit protection from the Holders in respect of a basket of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

"**Linear Basket Credit Notes**" means Credit Notes where the Issuer purchases credit protection from the Holders in respect of a basket of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

"**Linear Basket Credit Securities**" means Linear Basket Credit Certificates, Linear Basket Credit Notes and/or Linear Basket Credit Warrants, as the case may be.

"**Linear Basket Credit Warrant**" means Credit Warrants where the Issuer sells credit protection to the Holders in respect of a basket of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

"**Listed**" means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange and, if specified as applicable to an Obligation Category, the Listed Obligation Characteristic shall be applicable only in respect of obligations within that Obligation Category that are Bonds or, if specified as applicable to a Deliverable Obligation Category, the Listed Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Bonds.

"**Loan**" means any obligation of a type included in the Borrowed Money Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money.

"**London Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

"**Loss Amount**" means, in respect of Tranched Credit Securities, a Reference Entity and a Final Price Calculation Date, an amount calculated on that Final Price Calculation Date equal to:

(a) 100 per cent. minus either (i) the Auction Final Price or (ii) if Cash Settlement applies, the Weighted Average Final Price (or, if so specified in the applicable Final Terms, the Final Price or such other price specified therein) for that Reference Entity as of such Final Price Calculation Date; multiplied by

(b) the Reference Entity Notional Amount for that Reference Entity, as at the relevant Event Determination Date,

subject to a minimum of zero.

"**Loss Threshold Amount**" means, in respect of Tranched Credit Securities, an amount equal to the Implicit Portfolio Size multiplied by the Attachment Point.

"**LPN**" means any bond issued in the form of a loan participation note.

"**LPN Issuer**" means the entity which issued the relevant LPN.

"**LPN Reference Obligation**" means each Reference Obligation other than any Additional Obligation which is issued for the sole purpose of providing funds to the LPN Issuer to finance an Underlying Loan. For the avoidance of doubt, any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation from constituting a Reference Obligation.

"**Maturity Date**" means the date specified as such in the applicable Final Terms which shall not be subject to adjustment in accordance with any Business Day Convention.

"**Maximum Maturity**" means an obligation that has a remaining maturity of not greater than:

(a) the period specified in relation to a Reference Entity; or

(b) if no such period is so specified, 30 years.

"**Merger Event**" means that at any time during the period from (and including) the Trade Date to (but excluding) (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date, a Reference Entity or any of the Issuer, (if applicable) the Guarantor and/or (except for Credit Warrants) a Holder consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, any of the Issuer, the Guarantor or (except for Credit Warrants) a Holder, as applicable, or a Reference Entity respectively, or a Reference Entity and any of the Issuer, (if applicable) the Guarantor and/or (except for Credit Warrants) a Holder become affiliates.

"**Merger Event Redemption Date**" means the date specified as such in the applicable Final Terms.

"**Minimum Quotation Amount**" means the amount specified as such in the applicable Final Terms (or its equivalent in the relevant Obligation Currency) or, if no such amount is specified, the lower of:

(a) U.S.$ 1,000,000 (or its equivalent in the relevant Obligation Currency); and

(b) the Quotation Amount.

"**M(M)R Restructuring**" means a Restructuring Credit Event in respect of which either "Mod R" or "Mod Mod R" is specified as applicable in respect of the Reference Entity.

"**Modified Eligible Transferee**" means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

"**Modified Restructuring Maturity Limitation Date**" means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Termination Date.

Subject to the foregoing, if the Scheduled Termination Date is later than the 10-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Scheduled Termination Date.

"**Movement Option Cut-off Date**" means the date that is one Relevant City Business Day following the Exercise Cut-off Date (or, if later, such other date as the relevant Credit Derivatives Determinations Committee Resolves) or such earlier date as the Issuer may designate by notice to the Calculation Agent and the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable).

"**Multiple Holder Obligation**" means an Obligation that:

(a) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other; and

(b) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event,

provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in (b) above.

"**N**" or "**Nth**" means, where the relevant Final Terms specify that "Nth-to-Default Credit Security" is applicable, such number as may be specified in such Final Terms.

"**Next Currency Fixing Time**" means 4:00 p.m. (London time) on the London Business Day immediately following the date on which the Notice of Physical Settlement or relevant NOPs Amendment Notice, as applicable, is effective or, as applicable, the date of selection of Valuation Obligations.

"**No Auction Announcement Date**" means, with respect to any Reference Entity and a Credit Event, the date on which the DC Secretary first publicly announces that:

(a) no Transaction Auction Settlement Terms and, if applicable, no Parallel Auction Settlement Terms will be published with respect to credit derivative transactions in the over-the-counter market and the relevant Credit Event and Reference Entity;

(b) following the occurrence of an M(M)R Restructuring, no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or

(c) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held with respect to such Reference Entity and Credit Event following a prior public announcement by the DC Secretary to the contrary, in circumstances where either:

(i) no Parallel Auction will be held; or

(ii) one or more Parallel Auctions will be held.

"**Non-Capped Reference Entity**" means a Reference Entity which is not a Capped Reference Entity.

"**Non-Conforming Reference Obligation**" means a Reference Obligation which is not a Conforming Reference Obligation.

"**Non-Conforming Substitute Reference Obligation**" means an obligation which would be a Deliverable Obligation determined in accordance with paragraph (a) of the definition of "Deliverable Obligation" on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable).

"**Non-Standard Reference Obligation**" means the Original Non-Standard Reference Obligation or if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation.

"**Non-Financial Instrument**" means any Asset which is not of the type typically traded in, or suitable for being traded in, financial markets.

"**Non-Transferable Instrument**" means any Asset which is not capable of being transferred to institutional investors, excluding due to market conditions.

"**NOPS Amendment Notice**" means a notice delivered by the Calculation Agent on behalf of the Issuer (with a copy to the Issuer), to the Holders notifying that the Calculation Agent is replacing, in whole or in part, one or more Deliverable Obligations specified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, (to the extent the relevant Deliverable Obligation has not been Delivered as of the date such NOPS Amendment Notice is effective).

"**NOPS Effective Date**" means the date on which a Notice of Physical Settlement or NOPS Amendment Notice, as the case may be, is delivered by the Issuer or the Calculation Agent (on its behalf).

"**Not Bearer**" means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream, Luxembourg or any other internationally recognised clearing system and, if specified as applicable to a Deliverable Obligation Category, the Not Bearer Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Bonds.

"**Not Domestic Currency**" means any obligation that is payable in any currency other than the applicable Domestic Currency, provided that a Standard Specified Currency shall not constitute a Domestic Currency.

"**Not Domestic Issuance**" means any obligation other than an obligation that was issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the Reference Entity.

"**Not Domestic Law**" means any obligation that is not governed by the applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law.

"**Not Sovereign Lender**" means any obligation that is not primarily owed to (A) a Sovereign or (B) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt".

"**Not Subordinated**" means an obligation that is not Subordinated to (I) the Reference Obligation or (II) the Prior Reference Obligation, if applicable.

"**Notice Delivery Date**" means the first date on which both an effective Credit Event Notice and, unless "Notice of Publicly Available Information" is specified as not applicable, an effective Notice of Publicly Available Information, have been delivered by the Calculation Agent to the Issuer.

"**Notice Delivery Period**" means the period from and including the Trade Date to and including the date 15 Credit Security Business Days (or such other number of days as may be specified in the Final Terms) after the Extension Date (or, if the relevant Credit Event is an M(M)R Restructuring, the later of such date and the Exercise Cut-off Date).

"**Notice of Physical Settlement**" means a notice delivered by the Calculation Agent on behalf of the Issuer (with a copy to the Issuer), to the Holders on or prior to the latest of:

(a) 65 Business Days following the Final List Publication Date;

(b) subject to sub-paragraph (c) below, 25 Credit Security Business Days after the last to occur of the Auction Cancellation Date, the No Auction Announcement Date, the last Parallel Auction Cancellation Date and the last Parallel Notice of Physical Settlement Date (in each case if any and if applicable); and

(c) in circumstances where the No Auction Announcement Date occurs pursuant to sub-paragraph (b) or (c)(ii) of the definition thereof, the Issuer has not delivered an Auction Settlement Amount Notice specifying an applicable Parallel Auction Settlement Terms to the Calculation Agent by the Movement Option Cut-off Date, 5 Credit Security Business Days following such Movement Option Cut-off Date;

(d) 30 calendar days following the Event Determination Date; and

(e) 10 calendar days following the date of the relevant DC Credit Event Announcement or of the relevant DC Credit Event Question Dismissal,

(the "**NOPS Cut-off Date**") that:

(i) confirms that the Issuer intends to redeem the Credit Securities by Physical Settlement in accordance with Credit Security Condition 4; and

(ii) contains a detailed description of the Deliverable Obligations that the Issuer intends to Deliver (or procure Delivery of) to the Holders, including the Outstanding Amount and the aggregate Outstanding Amount of such Deliverable Obligations.

The Notice of Physical Settlement shall specify Deliverable Obligations having an Outstanding Amount (or the equivalent specified Currency Amount converted at the Currency Rate) on the Settlement Valuation Date at least equal to the Reference Entity Notional Amount (or, as applicable, Exercise Amount), subject to any Physical Settlement Adjustment.

The Issuer or the Calculation Agent (on its behalf) may, from time to time, deliver to the Holders in the manner specified above a NOPS Amendment Notice. A NOPS Amendment Notice shall contain a revised detailed description of each Replacement Deliverable Obligation and shall also specify the Replaced Deliverable Obligation Outstanding Amount. The Outstanding Amount of each Replacement Deliverable Obligation identified in a NOPS Amendment Notice shall be determined by applying the Revised Currency Rate to the relevant Replaced Deliverable Obligation Outstanding Amount. Each such NOPS Amendment Notice must be effective on or prior to the Physical Settlement Date (determined without reference to any change resulting from such NOPS Amendment Notice).

Notwithstanding the foregoing, (i) the Issuer or the Calculation Agent (on its behalf) may correct any errors or inconsistencies in the detailed description of each Deliverable Obligation contained in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, by notice to the Issuer (given in the manner specified above) prior to the relevant Delivery Date, and (ii) if Asset Package Delivery is applicable, the Issuer or the Calculation Agent (on its behalf) shall, prior to the Delivery Date, notify the Holders of the detailed description of the Asset Package, if any, that it intends to Deliver to the Holders in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, it being understood in each case that such notice shall not constitute a NOPS Amendment Notice.

"**Notice of Publicly Available Information**" means an irrevocable notice from the Calculation Agent (which may be by telephone) to the Issuer that cites Publicly Available Information confirming the occurrence of the Credit Event described in the Credit Event Notice. In relation to a Repudiation/Moratorium Credit Event, the Notice of Publicly Available Information must cite Publicly Available Information confirming the occurrence of both sub-paragraphs (a) and (b) of the definition of "Repudiation/Moratorium". The notice must contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified as applicable in respect of the Reference Entity and a Credit Event Notice contains Publicly Available Information, such Credit Event Notice will also be deemed to be a Notice of Publicly Available Information.

"**Notional Credit Derivative Transaction**" means, with respect to any Credit Security and a Reference Entity, a hypothetical market standard credit default swap transaction entered into by the Issuer, as (in the case of Credit Notes or Credit Certificates) Buyer or (in the case of Credit Warrants) Seller (each as defined in the Credit Derivatives Definitions), incorporating the terms of the Credit Derivatives Definitions and under the terms of which:

(a) the "Trade Date" is the Trade Date, if specified in the Final Terms and if not, the Issue Date;

(b) the "Scheduled Termination Date" is the Scheduled Termination Date;

(c) the "Reference Entit(y)(ies)" thereunder is (are) such Reference Entit(y)(ies);

(d) the applicable "Transaction Type", if any, is the Transaction Type for the purposes of such Credit Security; and

(e) the remaining terms as to credit linkage are consistent with the terms of such Credit Security as it relates to such Reference Entity.

"**Nth-to-Default Credit Certificate**" means any First-to-Default Credit Certificate or any other nth-to-default Credit Certificates where the Issuer purchases credit protection from the Holders in respect of two or more Reference Entities, as specified in the Final Terms.

"**Nth-to-Default Credit Note**" means any First-to-Default Credit Note or any other nth-to-default Credit Notes where the Issuer purchases credit protection from the Holders in respect of two or more Reference Entities, as specified in the Final Terms.

"**Nth-to-Default Credit Warrant**" means any First-to-Default Credit Warrant or any other nth-to-default Credit Warrants where the Issuer sells credit protection to the Holders in respect of two or more Reference Entities, as specified in the Final Terms.

"**Obligation**" means:

(a) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the Method for Determining Obligations; and

(b) the Reference Obligation,

in each case, unless it is an Excluded Obligation.

For purposes of the "**Method for Determining Obligations**", the term "Obligation" may be defined as each obligation of the Reference Entity described by the Obligation Category specified in respect thereof and having each of the Obligation Characteristics, if any, specified in respect thereof, in each case, immediately prior to the Credit Event which is the subject of either the Credit Event Notice or the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, as applicable.

"**Obligation Acceleration**" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

"**Obligation Category**" means Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in relation to a Reference Entity.

"**Obligation Characteristic**" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance as specified in relation to a Reference Entity.

"**Obligation Currency**" means the currency or currencies in which an Obligation is denominated.

"**Obligation Default**" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (howsoever described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

"**Original Bonds**" means any Bonds comprising part of the relevant Deliverable Obligations.

"**Original Loans**" means any Loans comprising part of the relevant Deliverable Obligations.

"**Original Non-Standard Reference Obligation**" means the obligation of the Reference Entity (either directly or as provider of a guarantee) which is specified as the Reference Obligation in relation to the Reference Entity (if any is so specified) provided that if an obligation is not an obligation of the Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation for purposes of the Reference Entity (other than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) unless (a) otherwise specified in the Final Terms by reference to this definition, or (b) the Reference Entity is a Reference Obligation Only Trade.

"**Outstanding Amount**" means the Outstanding Principal Balance or Due and Payable Amount, as applicable.

The "**Outstanding Principal Balance**" of an obligation will be calculated as follows:

(i) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where applicable in accordance with Credit Security Condition 5(h) (Accrued Interest), the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (A) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (B) the amount of the Fixed Cap, if any);

(ii) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (A) is subject to any Prohibited Action, or (B) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (I) payment or (II) a Permitted Contingency) (the amount determined in paragraph (i) less any amounts subtracted in accordance with this paragraph (ii), the "**Non-Contingent Amount**"); and

(iii) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

(A) unless otherwise specified, in accordance with the terms of the obligation in effect on either (I) the NOPS Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (II) the Relevant Valuation Date, as applicable; and

(B) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

"**Outstanding Principal/Notional Amount**" means, in respect of Tranched Credit Securities, at any time on any day, an amount (subject to a minimum of zero) equal to (a) (in the case of Credit Notes) the Aggregate Nominal Amount or (in the case of Credit Certificates) the aggregate Notional Amount as at the Issue Date minus (b) the sum of all Writedown Amounts determined at or prior to such time.

"**Package Observable Bond**" means, in respect of a Reference Entity which is a Sovereign, any obligation (a) which is identified as such and published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time and (b) which fell within the definition of Deliverable Obligation set out in paragraph (a) or (b) of the definition of "Deliverable Obligation", in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

"**Parallel Auction**" means "Auction" as defined in any relevant Parallel Auction Settlement Terms.

"**Parallel Auction Cancellation Date**" means "Auction Cancellation Date" as defined in any relevant Parallel Auction Settlement Terms.

"**Parallel Auction Final Price Determination Date**" means the "Auction Final Price Determination Date" as defined in any relevant Parallel Auction Settlement Terms.

"**Parallel Auction Settlement Terms**" means, following the occurrence of an M(M)R Restructuring, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such M(M)R Restructuring, and for which the Deliverable Obligation Terms are the same as the Deliverable Obligation Provisions which would be applicable to the Notional Credit Derivative Transaction and for which the Notional Credit Derivative Transaction would not be an Auction Covered Transaction.

"**Parallel Notice of Physical Settlement Date**" means "Notice of Physical Settlement Date" as defined in the relevant Parallel Auction Settlement Terms.

"**Partial Cash Settlement Amount**" means where the applicable Settlement Method is Physical Settlement, an amount determined by the Calculation Agent equal to the aggregate, for each Undeliverable Obligation, of:

(a) the Final Price of such Undeliverable Obligations multiplied by;

(b) the relevant Outstanding Principal Balance, Due and Payable Amount or Currency Amount, as applicable, of such Undeliverable Obligation specified in the relevant Notice of Physical Settlement or NOPS Amendment Notice, as applicable.

"**Partial Cash Settlement Date**" means the date falling three Credit Security Business Days (unless otherwise specified in relation to a Reference Entity) after the calculation of the Final Price.

"**Payment**" means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money.

"**Payment Requirement**" means the amount specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency (or, if no such amount is specified in the applicable Final Terms, U.S.$ 1,000,000 or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency), in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

"**Permissible Deliverable Obligations**" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included on the Final List pursuant to the Deliverable Obligation Terms that are applicable to that Auction.

"**Permitted Contingency**" means, with respect to an obligation, any reduction to the Reference Entity's payment obligations:

(a) as a result of the application of:

(i) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of the Reference Entity;

(ii) provisions implementing the Subordination of the obligation;

(iii) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of the Reference Entity from its payment obligations in the case of any other Guarantee);

(iv) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in respect of the Reference Entity; or

(v) provisions which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable in respect of the Reference Entity; or

(b) which is within the control of the holders of the obligation or a third party acting on their behalf (such as an agent or trustee) in exercising their rights under or in respect of such obligation.

"**Permitted Transfer**" means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the Reference Entity to the same single transferee.

"**Physical Settlement Adjustment**" means a reduction to the Outstanding Amount of Deliverable Obligations specified in a Notice of Physical Settlement or NOPS Amendment Notice, by an amount of Deliverable Obligations having a liquidation value equal to the Unwind Costs (only if positive) rounded upwards to the nearest whole denomination of a Deliverable Obligation, such amount to be determined by the Calculation Agent. For the avoidance of doubt, if the applicable Final Terms specify that Unwind Costs are not applicable, the Physical Settlement Adjustment shall be zero.

"**Physical Settlement Adjustment Rounding Amount**" means an amount (if any) equal to the difference between the absolute value of the Physical Settlement Adjustment and the liquidation value of such whole number of Deliverable Obligations as are not required to be Delivered by the Issuer by way of compensation for any Unwind Costs.

"**Physical Settlement Date**" means the last day of the longest Physical Settlement Period following the NOPS Cut-off Date as specified in relation to a Reference Entity as the Calculation Agent may designate.

"**Physical Settlement Matrix**" means the Credit Derivatives Physical Settlement Matrix Supplement to the Credit Derivatives Definitions, as most recently amended or supplemented as at the Trade Date (unless otherwise specified in relation to a Reference Entity) and as published by ISDA on its website at www.isda.org (or any successor website thereto), provided that any reference therein to:

(a) "Confirmation" shall be deemed to be a reference to the applicable Final Terms;

(b) "Floating Rate Payer Calculation Amount" shall be deemed to be a reference to the Specified Currency;

(c) "Section 1.32" shall be deemed to be a reference to "Credit Event Notice" as defined in this Annex 12;

(d) "Section 1.33" shall be deemed to be a reference to Credit Security Condition 8(a); and

(e) "Section 8.19" shall be deemed to be a reference to "Physical Settlement Period" as defined in this Annex 12.

"**Physical Settlement Period**" means, subject to Credit Security Condition 2(e), the number of Credit Security Business Days specified as such in relation to a Reference Entity or, if a number of Credit Security Business Days is not so specified, then, with respect to a Deliverable Obligation specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, the longest number of Credit Security Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent, provided that if the Issuer or Calculation Agent (on its behalf) intends to Deliver an Asset Package in lieu of a Prior Deliverable Obligation or a Package Observable Bond, the Physical Settlement Period shall be thirty Business Days.

"**Post Dismissal Additional Period**" means the period from and including the date of the DC Credit Event Question Dismissal to and including the date that is (in the case of Credit Notes or Credit Certificates) 15 Business Days or (in the case of Credit Warrants) fourteen calendar days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date or, as applicable, the Issue Date)).

"**Potential Cash Settlement Event**" means an event beyond the control of the Issuer (including, without limitation, failure of the relevant clearance system; or the failure to obtain any requisite consent with respect to the Delivery of Loans or the non-receipt of any such requisite consents or any relevant participation (in the case of Direct Loan Participation) is not effected; or due to any law, regulation or court order, but excluding market conditions, or any contractual, statutory and/or regulatory restriction relating to the relevant Deliverable Obligation, or due to the failure of the Holder to give the Issuer details of accounts for settlement; or a failure of the Holder to open or procure the opening of such accounts or if the Holders are unable to accept Delivery of the portfolio of Deliverable Obligations for any other reason).

"**Potential Failure to Pay**" means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations.

"**Potential Repudiation/Moratorium**" means the occurrence of an event described in sub-paragraph (a) of the definition of "Repudiation/Moratorium".

"**Prior Deliverable Obligation**" means:

(a) if a Governmental Intervention has occurred (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), any obligation of the Reference Entity which (i) existed immediately prior to such Governmental Intervention, (ii) was the subject of such Governmental Intervention and (iii) fell within the definition of Deliverable Obligation set out in paragraph (a) or (b) of the definition of "Deliverable Obligation", in each case, immediately preceding the date on which such Governmental Intervention was legally effective; or

(b) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of the Reference Obligation (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), such Reference Obligation, if any.

"**Prior Reference Obligation**" means, in circumstances where there is no Reference Obligation applicable to a Reference Entity, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise, (II) the obligation specified in the related Final Terms as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (III) any unsubordinated Borrowed Money obligation of the Reference Entity.

"**Private-side Loan**" means a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information.

"**Prohibited Action**" means any counterclaim, defense (other than a counterclaim or defense based on the factors set forth in paragraphs (a) to (d) of the definition of "Credit Event") or right of set- off by or of the Reference Entity or any applicable Underlying Obligor.

"**Public Source**" means each source of Publicly Available Information specified as such in the related Final Terms (or, if no such source is specified, each of Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organized and any other internationally recognized published or electronically displayed news sources).

"**Publicly Available Information**" means information that reasonably confirms any of the facts relevant to the determination that the Credit Event described in a Credit Event Notice has occurred and which:

(i) has been published in or on not less than the Specified Number of Public Sources (regardless of whether the reader or user thereof pays a fee to obtain such information);

(ii) is information received from or published by (A) the Reference Entity (or, if the Reference Entity is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a governmental capacity (including, without limiting the foregoing, the central bank) of such Sovereign), or (B) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or

(iii) is information contained in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body,

provided that where any information of the type described in paragraphs (ii) or (iii) above is not publicly available, it can only constitute Publicly Available Information if it can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

In relation to any information of the type described in (ii) or (iii) above, the Calculation Agent, the Issuer and/or any other party receiving such information may assume that such information has been disclosed to it without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information and that the party delivering such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

Without limitation, Publicly Available Information need not state (i) in relation to the "Downstream Affiliate" definition, the percentage of Voting Shares owned by the Reference Entity and (ii) that the relevant occurrence (A) has met the Payment Requirement or Default Requirement, (B) is the result of exceeding any applicable Grace Period, or (C) has met the subjective criteria specified in certain Credit Events.

In relation to a Repudiation/Moratorium Credit Event, Publicly Available Information must relate to the events described in both sub-paragraphs (a) and (b) of the definition of "Repudiation/Moratorium".

"**Qualifying Affiliate Guarantee**" means a Qualifying Guarantee provided by the Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of the Reference Entity.

"**Qualifying Guarantee**" means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the Reference Entity irrevocably agrees, undertakes, or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

(a) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or any legal arrangement which is equivalent thereto in form); or

(b) pursuant to the terms applicable thereto, the principal payment obligations of the Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, in each case, other than:

(i) by payment;

(ii) by way of Permitted Transfer;

(iii) by operation of law;

(iv) due to the existence of a Fixed Cap; or

(v) due to:

(A) provisions permitting or anticipating a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable in respect of the Reference Entity; or

(B) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in respect of the Reference Entity.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms

of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a non- payment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of "Bankruptcy" in respect of the Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

(x) the benefit of such guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation; and

(y) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being Delivered together with the Delivery of such guarantee.

"**Qualifying Participation Seller**" means any participation seller that meets the requirements specified in relation to a Reference Entity. If no such requirements are specified, there shall be no Qualifying Participation Seller.

"**Quantum of the Claim**" means the lowest amount of the claim which could be validly asserted against the Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or had otherwise become due and payable at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non-Contingent Amount.

"**Quotation**" means, in respect of any Reference Obligation, Deliverable Obligation or Undeliverable Obligation, as the case may be, each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount, as applicable, with respect to a Valuation Date in the manner that follows:

The Calculation Agent shall attempt to obtain Full Quotations with respect to each Relevant Valuation Date from five or more Credit Security Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Credit Security Business Day within three Credit Security Business Days of a Relevant Valuation Date, then on the next following Credit Security Business Day (and, if necessary, on each Credit Security Business Day thereafter until the tenth Credit Security Business Day following the applicable Relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Credit Security Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Credit Security Business Day on or prior to the tenth Credit Security Business Day following the applicable Relevant Valuation Date the Quotations shall be deemed to be any Full Quotation obtained from a Credit Security Dealer at the Valuation Time on such tenth Credit Security Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Credit Security Dealers at the Valuation Time on such tenth Credit Security Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation shall be deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

"**Quotation Amount**" means:

(a) with respect to a Reference Obligation, the amount specified in relation to a Reference Entity (which may be specified by reference to an amount in a currency or by reference to the Representative Amount) or, if no amount is so specified, the Reference Entity Notional Amount (or, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable

manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained);

(b) with respect to each type or issue of Deliverable Obligation to be Delivered on or prior to the Physical Settlement Date, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency as calculated in the same manner as (a) above) of such Deliverable Obligation; and

(c) with respect to each type or issue of Undeliverable Obligation, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency as calculated in the same manner as (a) above) of such Undeliverable Obligation.

"**Recovery Amount**" means, in respect of Tranched Credit Securities, a Reference Entity and a Final Price Calculation Date, an amount calculated on that Final Price Calculation Date equal to:

(a) the lesser of 100 per cent. and either (i) the Auction Final Price or (ii) if Cash Settlement applies, the Weighted Average Final Price (or, if so specified in the applicable Final Terms, the Final Price or such other price specified therein) for that Reference Entity as of such Final Price Calculation Date; multiplied by

(b) the Reference Entity Notional Amount for that Reference Entity, as at the relevant Event Determination Date,

subject to a minimum of zero.

"**Recovery Threshold Amount**" means, in respect of Tranched Credit Securities, an amount equal to (a) the Implicit Portfolio Size multiplied by (b) 100 per cent. minus the Exhaustion Point.

"**Redemption Date**" means the date specified as such in the applicable Final Terms which shall not be subject to adjustment in accordance with any Business Day Convention.

"**Redemption Preliminary Amount**" means, in respect of Tranched Credit Securities and any relevant date, a pro rata share per Tranched Credit Security of an amount (subject to a minimum of zero) equal to:

(a) (in the case of Credit Notes) the aggregate outstanding principal amount or (in the case of Credit Certificates) the aggregate outstanding Notional Amount (in each case, for the avoidance of doubt, after deduction of the sum of all Writedown Amounts determined at or prior to such time), minus

(b) the Unsettled Retention Amount.

"**Redemption Residual Amount**" means, in respect of Tranched Credit Securities and any relevant date, a pro rata share per Tranched Credit Security of an amount (subject to a minimum of zero) equal to (in the case of Credit Notes) the remaining aggregate outstanding principal amount or (in the case of Credit Certificates) the remaining aggregate outstanding Notional Amount (in each case, for the avoidance of doubt, after deduction of the aggregate Redemption Preliminary Amounts of the Credit Securities and the sum of all Writedown Amounts determined at or prior to such time).

"**Reference Entity**" or "**Reference Entities**" means the reference entity or reference entities specified in the Final Terms and any Successor to a Reference Entity either:

(a) identified by the Calculation Agent in accordance with the definition of "Successor" on or following the Trade Date; or

(b) identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Trade Date,

shall, in each case, with effect from the Succession Date, be the Reference Entity for the Credit Securities, as the terms of which may be modified pursuant to Credit Security Condition 6.

"**Reference Entity Notional Amount**" means the amount in which the Issuer has purchased (in the case of Credit Notes or Credit Certificates) or sold (in the case of Credit Warrants) credit protection in respect of one or more Reference Entities, as set out in the Final Terms (or, if no such amount is specified:

(a) (in the case of Credit Notes) the Aggregate Nominal Amount or, in the case of Partly Paid Notes, the paid-up Aggregate Nominal Amount or (in the case of Credit Certificates or Credit Warrants) the aggregate Notional Amount of the Credit Securities or, in the case of Partly Paid Certificates, the paid-up aggregate Notional Amount of the Partly Paid Certificates, in each case, divided by the number of Reference Entities (and, in the case of Instalment Notes or Instalment Certificates, subject to reduction on redemption); or

(b) (in the case of Tranched Credit Securities) the Implicit Portfolio Size multiplied by the Reference Entity Weighting for the relevant Reference Entity,

subject to Credit Security Conditions 6 and 8.

"**Reference Entity Weighting**" means, in respect of a Reference Entity, the weighting as specified in the Reference Portfolio for such Reference Entity.

"**Reference Obligation**" means the Standard Reference Obligation, if any, unless:

(a) "Standard Reference Obligation" is specified as not applicable in relation to a Reference Entity, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any; or

(b) (i) "Standard Reference Obligation" is specified as applicable in relation to a Reference Entity (or no election is specified in relation to a Reference Entity), (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified in relation to a Reference Entity, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

If the Standard Reference Obligation is removed from the SRO List, such obligation shall cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) and there shall be no Reference Obligation unless and until such obligation is subsequently replaced on the SRO List, in which case, the new Standard Reference Obligation in respect of the Reference Entity shall constitute the Reference Obligation.

"**Reference Obligation Only**" means any obligation that is a Reference Obligation and no Obligation Characteristics (for purposes of determining Obligations) or, as the case may be, no Deliverable Obligation Characteristics (for purposes of determining Deliverable Obligations) shall be applicable where Reference Obligation Only applies.

"**Reference Obligation Only Trade**" means a Reference Entity in respect of which (a) "Reference Obligation Only" is specified as the Obligation Category and the Deliverable Obligation Category and (b) "Standard Reference Obligation" is specified as not applicable. If the event set out in paragraph (i) of the definition of "Substitution Event" occurs with respect to the Reference Obligation in a Reference Obligation Only Trade,

the Issuer shall redeem or cancel, as applicable, all but not some only of the Credit Securities on a date as specified by notice to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, on or after the Substitution Event Date, and at an amount (which may be zero) in respect of each Credit Security equal to the fair market value of such Credit Security taking into account the relevant Substitution Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements all as determined by the Calculation Agent in a commercially reasonable manner.

Notwithstanding the definition of "Substitute Reference Obligation", (i) no Substitute Reference Obligation shall be determined in respect of a Reference Obligation Only Trade and (ii) if the events set out in paragraphs (ii) or (iii) of the definition of "Substitution Event" occur with respect to the Reference Obligation in a Reference Obligation Only Trade, such Reference Obligation shall continue to be the Reference Obligation.

"**Reference Portfolio**" means either:

(a) the portfolio of Reference Entities and related Reference Obligations as specified in the applicable Final Terms; or

(b) if a Relevant Annex is specified in the applicable Final Terms, the portfolio of Reference Entities and related Reference Obligations referred to in that Relevant Annex.

"**Relevant Annex**" means, in respect of a Reference Portfolio, the relevant annex (if any) specified as such in the applicable Final Terms.

"**Relevant City Business Day**" has the meaning given to that term in the Rules in respect of the relevant Reference Entity.

"**Relevant Guarantee**" means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in respect of the Reference Entity, a Qualifying Guarantee.

"**Relevant Holder**" means a holder of the Prior Deliverable Obligation or Package Observable Bond, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, immediately prior to the relevant Asset Package Credit Event, equal to the Outstanding Amount specified in respect of such Prior Deliverable Obligation or Package Observable Bond in the Notice of Physical Settlement, or NOPS Amendment Notice, as applicable.

"**Relevant Obligations**" means the Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

(i) any Bonds or Loans outstanding between the Reference Entity and any of its Affiliates, or held by the Reference Entity, shall be excluded;

(ii) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under the definition of "Successor", make the appropriate adjustments required to take account of any Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" that are issued, incurred, redeemed, repurchased or cancelled from and including the legally effective date of the first succession to and including the Succession Date;

(iii) if "Financial Reference Entity Terms" is specified as applicable in respect of the Reference Entity and "Senior Transaction" is applicable in respect of the Reference Entity, the related Relevant Obligations shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan"; and

(iv) if "Financial Reference Entity Terms" is specified as applicable in respect of the Reference Entity, and "Subordinated Transaction" is applicable in respect of the Reference Entity, the related Relevant Obligations shall exclude Senior Obligations and any Further Subordinated Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan", provided that if no such Relevant Obligations exist, "Relevant Obligations" shall have the same meaning as it would if the "Senior Transaction" were applicable in respect of the Reference Entity.

"**Relevant Valuation Date**" means the Settlement Valuation Date or Valuation Date, as the case may be.

"**Replaced Deliverable Obligation Outstanding Amount**" means the Outstanding Amount of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, that is being replaced.

"**Replacement Deliverable Obligation**" means each replacement Deliverable Obligation that the Issuer intends to, subject to Credit Security Condition 4, Deliver to the Holders in lieu of each original Deliverable Obligation which has not been Delivered as at the date of such NOPS Amendment Notice.

"**Replacement Reference Entity**" means any entity selected by the Calculation Agent acting in a commercially reasonable manner, which is incorporated in the same geographical area, has the same Transaction Type as the Legacy Reference Entity and which is of a similar or better credit quality than the Legacy Reference Entity, as measured by Standard & Poor's Ratings Services and/or by Moody's Investors Service Ltd., at the date of the relevant Succession Date provided that in selecting any Replacement Reference Entity, the Calculation Agent is under no obligation to the Holders, the Issuer or any other person and, provided that the Successor selected meets the criteria specified above, is entitled, and indeed will endeavour, to select the least credit-worthy of the Successors. In making any selection, the Calculation Agent will not be liable to account to the Holders, the Issuer or any other person for any profit or other benefit to it or any of its affiliates which may result directly or indirectly from any such selection.

"**Representative Amount**" means an amount that is representative for a single transaction in the relevant market and at the relevant time, such amount to be determined by the Calculation Agent.

"**Repudiation/Moratorium**" means the occurrence of both of the following events:

(a) an authorised officer of the Reference Entity or a Governmental Authority:

(i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or

(ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and

(b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"**Repudiation/Moratorium Evaluation Date**" means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Termination Date:

(a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of:

(i) the date that is 60 days after the date of such Potential Repudiation/Moratorium; and

(ii) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date); and

(b) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium.

"**Resolve**" has the meaning given to that term in the Rules, and "**Resolved**" and "**Resolves**" shall be interpreted accordingly.

"**Restructured Bond or Loan**" means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

"**Restructuring**" means:

(a) that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of such Obligation or is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation (including, in each case, in respect of Bonds only, by way of an exchange), and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date and the date as of which such Obligation is issued or incurred:

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

(ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

(iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest, or (B) the payment of principal or premium;

(iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or

(v) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

(b) Notwithstanding the provisions of (a) above, none of the following shall constitute a Restructuring:

(i) the payment in euros of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;

(ii) the redenomination from euros into another currency, if (A) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and

(B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;

(iii) the occurrence of, agreement to or announcement of any of the events described in (a)(i) to (v) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and

(iv) the occurrence of, agreement to or announcement of any of the events described in (a)(i) to (v) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity, provided that in respect of (a)(v) only, no such deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

(c) For the purposes of (a) and (b) above and Credit Security Condition 8(e), the term "Obligation" shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the Reference Entity in (a) above shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in (b) above shall continue to refer to the Reference Entity.

(d) If an exchange has occurred, the determination as to whether one of the events described under (a)(i) to (v) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

"**Restructuring Date**" means, with respect to a Restructured Bond or Loan, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"**Restructuring Maturity Limitation Date**" means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Termination Date. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a "**Latest Maturity Restructured Bond or Loan**") and the Scheduled Termination Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

"**Revised Currency Rate**" means, with respect to a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the rate of conversion between the currency in which the Replaced Deliverable Obligation Outstanding Amount is denominated and the currency in which the Outstanding Amount of such Replacement Deliverable Obligation is denominated that is determined either:

(a) by reference to the Currency Rate Source as at the Next Currency Fixing Time; or

(b) if such rate is not available at such time, as the Calculation Agent shall determine in a commercially reasonable manner.

"**Rules**" means the Credit Derivatives Determinations Committee Rules, as published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

"**Scheduled Termination Date**" means (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date.

"**Senior Obligation**" means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity.

"**Senior Transaction**" means a Reference Entity for which (a) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (b) there is no Reference Obligation or Prior Reference Obligation.

"**Seniority Level**" means, with respect to an obligation of the Reference Entity, (a) "Senior Level" or "Subordinated Level" as specified in respect of the Reference Entity, or (b) if no such seniority level is specified in respect of the Reference Entity, "Senior Level" if the Original Non-Standard Reference Obligation is a Senior Obligation or "Subordinated Level" if the Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which (c) "Senior Level".

"**Settlement Currency**" means the currency specified as such in the applicable Final Terms, or if no currency is so specified in the Final Terms, the Specified Currency.

"**Settlement Method**" means the settlement method specified as such in the Final Terms and if no Settlement Method is specified in the Final Terms, Auction Settlement.

"**Settlement Valuation Date**" means the date being three Credit Security Business Days prior to the Delivery Date provided that if a Notice of Physical Settlement or NOPS Amendment Notice, as applicable, is given or, as the case may be, changed at any time after the third Credit Security Business Day prior to the Physical Settlement Date, the Settlement Valuation Date shall be the date which is three Credit Security Business Days after such Notice of Physical Settlement or NOPS Amendment Notice, as applicable, is given.

"**Single Reference Entity Credit Certificate**" means Credit Certificates where the Issuer purchases credit protection from the Holders in respect of only one Reference Entity.

"**Single Reference Entity Credit Note**" means Credit Notes where the Issuer purchases credit protection from the Holders in respect of only one Reference Entity.

"**Single Reference Entity Credit Securities**" means Single Reference Entity Credit Certificates, Single Reference Entity Credit Notes and/or Single Reference Entity Credit Warrants, as the case may be.

"**Single Reference Entity Credit Warrant**" means Credit Warrants where the Issuer sells credit protection to the Holders in respect of only one Reference Entity.

"**Solvency Capital Provisions**" means any terms in an obligation which permit the Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.

"**Sovereign**" means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including, without limiting the foregoing, the central bank) thereof.

"**Sovereign No Asset Package Delivery Supplement**" means the 2014 Sovereign No Asset Package Delivery Supplement to the 2014 ISDA Credit Derivatives Definitions, as published by ISDA.

"**Sovereign Restructured Deliverable Obligation**" means an Obligation of a Reference Entity which is a Sovereign (either directly or as provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the Credit Event Notice or DC Credit Event Announcement has occurred and (b) which fell

within the definition of a Deliverable Obligation set out in paragraph (a) of the definition of "Deliverable Obligation" immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"**Sovereign Succession Event**" means, with respect to a Reference Entity that is a Sovereign, an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other similar event.

"**Specified Currency**" means an obligation that is payable in the currency or currencies specified as such in respect of the Reference Entity (or, if "Specified Currency" is specified in respect of the Reference Entity and no currency is so specified, any Standard Specified Currency), provided that if the euro is a Specified Currency, "Specified Currency" shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

"**Specified Number**" means the number of Public Sources specified in respect of the Reference Entity (or, if no such number is specified, two).

"**SRO List**" means the list of Standard Reference Obligations as published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time.

"**Standard Reference Obligation**" means the obligation of the Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List.

"**Standard Specified Currencies**" means each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

"**Steps Plan**" means a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the Reference Entity, by one or more entities.

"**Subordinated Obligation**" means any obligation which is Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of the Reference Entity existed.

"**Subordinated Transaction**" means a Reference Entity for which the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation.

"**Subordination**" means, with respect to an obligation (the "**Second Obligation**") and another obligation of the Reference Entity to which such obligation is being compared (the "**First Obligation**"), a contractual, trust or similar arrangement providing that (I) upon the liquidation, dissolution, reorganization or winding-up of the Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation, or (II) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the First Obligation. "**Subordinated**" will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign and (y) in the

case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and "Standard Reference Obligation" is applicable, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date.

"**Substitute Reference Obligation**" means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that will replace the Non-Standard Reference Obligation, determined by the Calculation Agent as follows:

(a) The Calculation Agent shall identify the Substitute Reference Obligation in accordance with paragraphs (c), (d) and (e) below to replace the Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of the determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution.

(b) If any of the events set forth under paragraphs (i) or (iii) of the definition of "Substitution Event" have occurred with respect to the Non-Standard Reference Obligation, the Non-Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic and paragraph (c)(ii) below). If the event set forth in paragraph (ii) of the definition of "Substitution Event" has occurred with respect to the Non-Standard Reference Obligation and no Substitute Reference Obligation is available, the Non-Standard Reference Obligation will continue to be the Reference Obligation until the Substitute Reference Obligation is identified or, if earlier, until any of the events set forth under paragraphs (i) or (iii) of the definition of "Substitution Event"occur with respect to such Non-Standard Reference Obligation.

(c) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:

(i) is a Borrowed Money obligation of the Reference Entity (either directly or as provider of a guarantee);

(ii) satisfies the Not Subordinated Deliverable Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and

(iii) (A) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:

(I) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of "Deliverable Obligation"; or if no such obligation is available,

(II) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of "Deliverable Obligation";

(B) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non-Conforming Reference

Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:

(I) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,

(II) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of "Deliverable Obligation"; or if no such obligation is available,

(III) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,

(IV) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of "Deliverable Obligation"; or

(C) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:

(I) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,

(II) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,

(III) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of "Deliverable Obligation"; or if no such obligation is available,

(IV) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of "Deliverable Obligation".

(d) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in paragraph (c), the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and payment obligations of the Credit Securities, as determined by the Calculation Agent. The Substitute Reference Obligation determined by the Calculation Agent shall, without further action, replace the Non-Standard Reference Obligation.

(e) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation, then, subject to paragraph (a) and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with paragraph (b), the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation.

"**Substitute Reference Obligation Resolution Request Date**" means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve a Substitute Reference Obligation to the Non-Standard Reference Obligation, the date, as publicly announced by the DC

Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

"**Substitution Date**" means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent identifies the Substitute Reference Obligation in accordance with the definition of "Substitute Reference Obligation".

"**Substitution Event**" means, with respect to the Non-Standard Reference Obligation:

(i) the Non-Standard Reference Obligation is redeemed in whole;

(ii) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below USD 10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or

(iii) for any reason, other than due to the existence or occurrence of a Credit Event, the Non-Standard Reference Obligation is no longer an obligation of the Reference Entity (either directly or as provider of a guarantee).

For purposes of identification of the Non-Standard Reference Obligation, any change in the Non-Standard Reference Obligation's CUSIP or ISIN number or other similar identifier will not, in and of itself, constitute a Substitution Event.

If an event described in paragraphs (i) or (ii) of the definition of "Substitution Event" has occurred on or prior to the Trade Date, then a Substitution Event shall be deemed to have occurred pursuant to such paragraph (i) or (ii), as the case may be, on the Trade Date.

"**Substitution Event Date**" means, with respect to the Reference Obligation, the date of the occurrence of the relevant Substitution Event.

"**succeed**" for the purposes of the provisions relating to the determination of a Successor and the definitions of "Successor" and "Sovereign Succession Event", means, with respect to the Reference Entity and its Relevant Obligations, that an entity other than the Reference Entity (i) assumes or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement), or (ii) issues Bonds or incurs Loans (the "**Exchange Bonds or Loans**") that are exchanged for Relevant Obligations, and in either case the Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to such Relevant Obligations or such Exchange Bonds or Loans, as applicable. For purposes of the provisions relating to the determination of a Successor and the definitions of "Successor" and "Sovereign Succession Event", "**succeeded**" and "**succession**" shall be construed accordingly.

"**Succession Date**" means the legally effective date of an event in which one or more entities succeed to some or all of the Relevant Obligations of the Reference Entity; provided that if at such time, there is a Steps Plan, the Succession Date will be the legally effective date of the final succession in respect of such Steps Plan, or if earlier (i) the date on which a determination pursuant to the definition of "Successor" would not be affected by any further related successions in respect of such Steps Plan, or (ii) the occurrence of an Event Determination Date in respect of the Reference Entity or any entity which would constitute a Successor.

"**Successor Backstop Date**" means for purposes of any Successor determination determined by DC Resolution, the date that is ninety calendar days prior to the Successor Resolution Request Date otherwise, the date that is ninety calendar days prior to the earlier of (i) the date on which the Calculation Agent determines a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) has occurred and (ii) the Successor Resolution Request Date, in circumstances where (A) a Successor Resolution

Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Calculation Agent determines, not more than fifteen Credit Security Business Days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) has occurred. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

"**Successor**" means, subject to Credit Security Condition 6(a)(ii), the entity or entities, if any, determined as follows:

(i) subject to paragraph (vii) below, if one entity succeeds, either directly or as a provider of a Relevant Guarantee, to seventy-five per cent or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor in respect of the relevant Reference Entity;

(ii) if only one entity succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent (but less than seventy-five per cent) of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty-five per cent of the Relevant Obligations will be the sole Successor in respect of the relevant Reference Entity;

(iii) if more than one entity each succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than twenty-five per cent of the Relevant Obligations will each be a Successor;

(iv) if one or more entities each succeeds, either directly or as a provider of a Relevant Guarantee, to more than twenty-five per cent of the Relevant Obligations of the Reference Entity, and more than twenty-five per cent of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor;

(v) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity will not be changed in any way as a result of such succession;

(vi) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations, each such entity will be a Successor); and

(vii) in respect of a Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the Reference Entity, and at the time of the determination either (A) the Reference Entity has ceased to exist, or (B) the Reference Entity is in the process of being dissolved (howsoever described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the "**Universal Successor**") will be the sole Successor for the relevant Reference Entity.

"**Successor Resolution Request Date**" means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to the Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

"**Surviving Reference Entity**" has the meaning given to such term in Credit Security Condition 6(c)(ii) above.

"**TARGET Settlement Day**" means any day on which TARGET2 (the Trans-European Automated Real-time Gross settlement Express Transfer system) is open.

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

"**Tranche Size**" means, in respect of Tranched Credit Securities, the Exhaustion Point minus the Attachment Point.

"**Tranched Credit Certificates**" means Credit Certificates where the Issuer purchases credit protection from the Holders in respect of a tranched basket of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

"**Tranched Credit Notes**" means Credit Notes where the Issuer purchases credit protection from the Holders in respect of a tranched basket of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

"**Tranched Credit Securities**" means Tranched Credit Certificates and/or Tranched Credit Notes, as the case may be.

"**Tranched InterestAttachment Point**" means the value specified as such in the applicable Final Terms.

"**Tranched Interest Exhaustion Point**" means the value specified as such in the applicable Final Terms.

"**Tranched Interest Reference Portfolio**" means either:

(a) the portfolio of Reference Entities and related Reference Obligations as specified in the applicable Final Terms; or

(b) if a Relevant Annex is specified in the applicable Final Terms, the portfolio of Reference Entities and related Reference Obligations referred to in that Relevant Annex.

"**Tranched Principal Attachment Point**" means the value specified as such in the applicable Final Terms.

"**Tranched Principal Exhaustion Point**" means the value specified as such in the applicable Final Terms.

"**Tranched Principal Reference Portfolio**" means either:

(a) the portfolio of Reference Entities and related Reference Obligations as specified in the applicable Final Terms; or

(b) if a Relevant Annex is specified in the applicable Final Terms, the portfolio of Reference Entities and related Reference Obligations referred to in that Relevant Annex.

"**Transaction Auction Settlement Terms**" means, in respect of any Reference Entity and a related Credit Event, the Credit Derivatives Auction Settlement Terms published by ISDA in respect of such Credit Event and in respect of which the Notional Credit Derivative Transaction would be an Auction Covered Transaction.

"**Transaction Type**" means, unless otherwise specified in the Final Terms, each "Transaction Type" specified as such in the Physical Settlement Matrix from time to time.

"**Transferable**" means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:

(a) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);

(b) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or

(c) restrictions in respect of blocked periods on or around payment dates or voting periods.

"**Undeliverable Obligation**" means a Deliverable Obligation included in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, which, on the Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including without limitation, failure by the Holder to deliver an Asset Transfer Notice, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-receipt of any requisite consents with respect to the Delivery of Loans) it is impossible or illegal to Deliver on the Settlement Date.

"**Underlying Finance Instrument**" means where the LPN Issuer provides finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument.

"**Underlying Loan**" means where the LPN Issuer provides a loan to the Reference Entity.

"**Underlying Obligation**" means, with respect to a guarantee, the obligation which is the subject of the guarantee.

"**Underlying Obligor**" means with respect to an Underlying Obligation, the issuer in the case of a Bond, the borrower in the case of a Loan, or the principal obligor in the case of any other Underlying Obligation.

"**Unsettled Credit Event**" means any Event Determination Date in respect of a Reference Entity for which the related Final Price Calculation Date has not occurred.

"**Unsettled Retention Amount**" means, in respect of Tranched Credit Securities in respect of which one or more Unsettled Credit Events has occurred, the sum of the maximum aggregate Incurred Loss Amounts and maximum aggregate Incurred Recovery Amounts which could be determined (assuming an Auction Final Price, Weighted Average Final Price or Final Price of zero in respect of each Unsettled Credit Event).

"**Untranched Credit Certificates**" means Credit Certificates where the Issuer purchases credit protection from the Holders in respect of an untranched basket of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

"**Untranched Credit Notes**" means Credit Notes where the Issuer purchases credit protection from the Holders in respect of an untranched basket of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

"**Untranched Credit Securities**" means Untranched Credit Certificates and/or Untranched Credit Notes, as the case may be.

"**Untranched Interest Reference Portfolio**" means either:

(a) the portfolio of Reference Entities and related Reference Obligations as specified in the applicable Final Terms; or

(b) if a Relevant Annex is specified in the applicable Final Terms, the portfolio of Reference Entities and related Reference Obligations referred to in that Relevant Annex.

"**Untranched Principal Reference Portfolio**" means either:

(a) the portfolio of Reference Entities and related Reference Obligations as specified in the applicable Final Terms; or

(b) if a Relevant Annex is specified in the applicable Final Terms, the portfolio of Reference Entities and related Reference Obligations referred to in that Relevant Annex.

"**Unwind Costs**" means the amount specified in the applicable Final Terms or if "Standard Unwind Costs" are specified in the applicable Final Terms (or in the absence of such specification), an amount (such amount prior to any apportionment pro rata, the "**Aggregate Unwind Costs**"), subject to a minimum of zero, determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer in connection with the redemption, settlement, cancellation and/or termination of the Credit Securities (and/or the reduction in the outstanding principal amount or outstanding Notional Amount thereof) and the related termination, settlement or re-establishment of any Hedge Transaction, such amount to be apportioned pro rata amongst the outstanding (and in the case of Partly Paid Notes, paid-up) nominal amount or outstanding (and, in the case of Partly Paid Certificates, paid-up) notional amount of each Credit Security equal to the (in the case of Credit Notes) Calculation Amount or (in the case of Credit Certificates or Credit Warrants) Notional Amount set out in the applicable Final Terms.

"**Valuation Date**" means:

(a) any Credit Security Business Day falling between the 55$^{th}$ and the 122$^{nd}$ Credit Security Business Day following the Event Determination Date (or, if the Event Determination Date occurs pursuant to sub-paragraph (b) above of the definition of "Event Determination Date", the day on which the DC Credit Event Announcement occurs, if later), or, following any Auction Cancellation Date or No Auction Announcement Date, such later Credit Security Business Day, (in each case, as selected by the Calculation Agent in its sole and absolute discretion); or

(b) if "Cash Settlement" is applicable as a Fallback Settlement Method, any Credit Security Business Day falling between the 55$^{th}$ and the 122$^{nd}$ Credit Security Business Day following the Event Determination Date, or, following any Auction Cancellation Date or No Auction Announcement Date, such later Credit Security Business Day, (in each case, as selected by the Calculation Agent in its sole and absolute discretion); or

(c) if Partial Cash Settlement applies, the date which is up to fifteen Credit Security Business Days after the Latest Permissible Physical Settlement Date or, as applicable the Extended Physical Settlement Date (as selected by the Calculation Agent in its sole and absolute discretion).

"**Valuation Obligation**" means, in respect of a Reference Entity, notwithstanding anything to the contrary in the Credit Security Conditions, one or more obligations of such Reference Entity (either directly or as provider of a Relevant Guarantee) which is capable of being specified in a Notice of Physical Settlement (or in any NOPS Amendment Notice, as applicable) if Physical Settlement were the applicable Settlement Method and/or any Asset in the related Asset Package in respect of a Prior Deliverable Obligation or Package Observable

Bond, in each case, as selected by the Issuer in its sole and absolute discretion on or prior to the applicable Valuation Date, provided that, for such purpose:

(a) any reference to "Delivery Date" or "NOPS Effective Date" in the definitions of "Conditionally Transferable Obligation", "Deliverable Obligation", within any of the terms comprising "Deliverable Obligation Category" or "Deliverable Obligation Characteristic" and "Due and Payable Amount" shall be deemed to be a reference to the words "Relevant Valuation Date"; and

(b) in respect of any Asset in the related Asset Package in respect of a Prior Deliverable Obligation or Package Observable Bond, any reference to "Outstanding Principal Balance", "Due and Payable Amount" or "Outstanding Amount" in the definitions of "Final Price", "Full Quotation", "Quotation", "Quotation Amount" and "Weighted Average Quotation" shall be deemed to be a reference to the words "Outstanding Amount of the relevant Prior Deliverable Obligation or Package Observable Bond immediately prior to the Asset Package Credit Event".

For the avoidance of doubt, the use of Deliverable Obligation terms in the definition of "Valuation Obligation" is for convenience only and is not intended to amend the selected settlement method.

"**Valuation Obligations Portfolio**" means one or more Valuation Obligations of a Reference Entity selected by the Calculation Agent in its discretion, each in an Outstanding Amount (or, as the case may be, an Outstanding Amount of the relevant Prior Deliverable Obligation or Package Observable Bond immediately prior to the Asset Package Credit Event) selected by the Calculation Agent in its sole and absolute discretion (and references to "Quotation Amount" shall be construed accordingly), provided that the aggregate of such Outstanding Amounts (or in each case the equivalent in the Specified Currency thereof (converted at the foreign exchange rate prevailing on any date from (and including) the Event Determination Date to (and including) the Valuation Date, as selected by the Calculation Agent in its sole and absolute discretion)), shall not exceed the relevant Reference Entity Notional Amount.

"**Valuation Time**" means the time specified in relation to a Reference Entity or, if no such time is specified, 11:00 a.m. in the principal trading market for the relevant Valuation Obligation or Undeliverable Obligation, as the case may be.

"**Voting Shares**" means the shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

"**Weighted Average Final Price**" means the weighted average of the Final Prices determined for each selected Valuation Obligation in the Valuation Obligations Portfolio, weighted by the Currency Amount of each such Valuation Obligation (or its equivalent in the Settlement Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time of such determination).

If "Zero Recovery" is specified as applicable in the Final Terms, the Weighted Average Final Price shall be zero.

"**Weighted Average Quotation**" means, in accordance with (in the case of Credit Notes and Credit Certificates) the bid quotations or (in the case of Credit Warrants) the offer quotations provided by the Credit Security Dealers, the weighted average of firm quotations obtained from the Credit Security Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference Obligation, Deliverable Obligation or Undeliverable Obligation, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable (or its equivalent in the relevant currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time of such determination), of as large a size as available but less than the Quotation Amount (in the case of

Deliverable Obligations only, but of a size at least equal to the Minimum Quotation Amount) that in the aggregate are approximately equal to the Quotation Amount.

"**Writedown Amount**" means, in respect of an Event Determination Date relating to a Reference Entity, the aggregate of the Incurred Loss Amounts (if any) and Incurred Recovery Amounts (if any) for the related Final Price Calculation Date and any related Aggregate Unwind Costs.

## 11. Amendments to Note Conditions and W&C Security Conditions

### 11.1 Amendments to Note Conditions

The Terms and Conditions of the Notes are amended as follows:

(a) The last 3 paragraphs of Condition 3.1 (Interest on Fixed Rate Notes) shall be amended as follows:

"Interest shall be calculated by applying the Rate of Interest to: (A) in the case of Fixed Rate Notes which are represented by a Global Note, the daily average of the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note (or, if they are Partly Paid Notes, the daily average of the aggregate amount paid up and outstanding); or (B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount (or, as applicable, the daily average of the outstanding nominal amount corresponding to the Calculation Amount), multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Fixed Rate Note in definitive form comprises more than one Calculation Amount, the amount of Interest payable in respect of such Fixed Rate Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount (or, as applicable, for each relevant daily average of the outstanding nominal amount corresponding to such Calculation Amount) comprising the Specified Denomination without any further rounding.

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

(b) In paragraph (i) of each of Condition 3.2(c) (Determination of Rate of Interest and Calculation of Interest Amount) and Condition 3.3(c) (Determination of Rate of Interest and Calculation of Interest Amount), the reference to "the aggregate outstanding nominal amount" shall be deleted and replaced with "the daily average of the aggregate outstanding nominal amount".

(c) In paragraph (i) of each of Condition 3.2(c) (Determination of Rate of Interest and Calculation of Interest Amount) and Condition 3.3(c) (Determination of Rate of Interest and Calculation of Interest Amount), the reference to "(or, if they are Partly Paid Notes, the aggregate amount paid up)" shall be deleted and replaced with "(or, if they are Partly Paid Notes, the daily average of the aggregate amount paid up and outstanding)"..

(d) In paragraph (ii) of each of Condition 3.2(c) (Determination of Rate of Interest and Calculation of Interest Amount) and Condition 3.3(c) (Determination of Rate of Interest and Calculation of Interest Amount), the reference to "the Calculation Amount" shall be deleted and replaced with "(or, as applicable, the daily average of the outstanding nominal amount corresponding to the Calculation Amount)".

(e) In the last paragraph of each of Condition 3.2(c) (Determination of Rate of Interest and Calculation of Interest Amount) and Condition 3.3(c) (Determination of Rate of Interest and Calculation of Interest Amount), the reference to "each Calculation Amount" shall be deleted and replaced with "(or, as applicable, for each relevant daily average of the outstanding nominal amount corresponding to such Calculation Amount)".

(f) In Condition 3.11 (Interest on Partly Paid Notes), the reference to "paid-up nominal amount of such Notes" shall be deleted and replaced with "the daily average of the nominal amount paid up and outstanding of such Notes".

(g) In Condition 3.12 (Interest Payments), the second sentence thereof shall be deleted and replaced with the following:

"If such Note is redeemed early (i) if the applicable Final Terms specify that Accrual to Redemption is applicable, interest will cease to accrue on the due date for redemption or (ii) 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 (or if the applicable Final Terms specify that Accrual to Preceding IPED is applicable, interest will cease to accrue from and including the Interest Period End Date immediately preceding (A) the date on which notice is given for the early redemption of such Note or (B) if there is no such notice, the due date for early redemption of such Note).".

(h) Condition 5.1 (Final Redemption) shall be amended by adding the following immediately before the end thereof:

"Notwithstanding the above, unless previously redeemed or purchased and cancelled as provided below, each Credit Security will be redeemed in accordance with the Credit Security Conditions and the applicable Final Terms.".

11.2 **Amendments to W&C Security Conditions**

The Terms and Conditions of the W&C Securities are amended as follows:

(a) The definition of "Cash Settlement Amount" in Condition 20 (Definitions (Warrants)) shall be amended by adding immediately after the words "the Final Payout specified in the applicable Final Terms", the following:

"(or, in relation to Credit Securities, the amount specified in the applicable Final Terms)".

(b) Condition 24.4 (General) shall be amended by adding the following immediately before the end thereof:

"Exercise and settlement of each Credit Warrant shall be subject to the Credit Security Conditions and the applicable Final Terms.".

(c) The definition of "Cash Settlement Amount" in Condition 28 (Definitions) shall be amended by adding immediately after the words "the Final Payout specified in the applicable Final Terms" in the first paragraph thereof, the following:

"(or, in relation to Credit Securities, the amount specified in the applicable Final Terms)".

(d) The penultimate paragraph of Condition 32(a) (Interest on Fixed Rate Certificates) shall be amended as follows:

"Interest shall be calculated by applying the Rate of Interest to the average daily outstanding Notional Amount of each Certificate and if a Day Count Fraction is specified in the applicable Final Terms multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Settlement Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.".

(e) The last paragraph of each of Condition 32(b)(iv) (Determination of Rate of Interest and Calculation of Interest Amount) and Condition 32(c)(iii) (Determination of Rate of Interest and Calculation of Interest Amount) shall be amended by deleting and replacing the reference to "the Notional Amount of such Certificate" with the following:

"the average daily outstanding Notional Amount of such Certificate".

(f) In Condition 32(g) (Interest on Partly Paid Certificates), the reference to "paid-up amount of such Certificates" shall be deleted and replaced with the following:

" paid-up average daily outstanding amount of such Certificates".

(g) In Condition 32(h) (Accrual of Interest), the second sentence thereof shall be deleted and replaced with the following:

"If such Certificate is redeemed early, (i) if the applicable Final Terms specify that Accrual to Redemption is applicable, interest will cease to accrue on the due date for redemption or (ii) 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 payment date has not occurred on or prior to the due date for redemption of such Certificate (or if the applicable Final Terms specify that Accrual to Preceding IPED is applicable, interest will cease to accrue from and including the Interest Period End Date immediately preceding (A) the date on which notice is given for the early redemption of such Certificate or (B) if there is no such notice, the due date for early redemption of such Certificate), unless in either case payment of principal and/or delivery of all assets deliverable is improperly withheld or refused.".

## Part A-2

## 2003 Definitions (as supplemented by July 2009 Supplement)

The provisions of this Part A-2 apply in relation to Credit Securities where the Final Terms of such Credit Securities specify that "2003 Definitions (as supplemented by July 2009 Supplement)" shall apply.

### 1. General

(a) Credit Terms

The Final Terms shall specify:

(a) the type of Credit Securities, being Single Reference Entity Credit Securities, Nth-to-Default Credit Securities or Linear Basket Credit Securities;

(b) the Settlement Method (if not Auction Settlement) and, where Auction Settlement applies, the applicable Fallback Settlement Method;

(c) the Reference Entity or Reference Entities in respect of which a Credit Event may occur;

(d) the Reference Obligation(s) (if any) in respect of each Reference Entity;

(e) the Trade Date and (in the case of Credit Notes) the Maturity Date, (in the case of Credit Certificates) the Redemption Date or (in the case of Credit Warrants) the Expiration Date;

(f) the Transaction Type applicable to each Reference Entity; and

(g) the Reference Entity Notional Amount in respect of each Reference Entity.

(b) Physical Settlement Matrix

Where a Transaction Type is specified in the Final Terms in respect of any Reference Entity, then the provisions of these Terms shall apply with respect to such Reference Entity in accordance with the Physical Settlement Matrix as it applies to such Transaction Type, as though such Physical Settlement Matrix were set out in full in the Final Terms.

(c) Additional Provisions

If, in accordance with the specified Transaction Type or otherwise, any Additional Provisions are applicable, these Credit Security Conditions shall take effect subject to the provisions thereof.

(d) Linear Basket Credit Securities

If the Credit Securities are Linear Basket Credit Securities, then the provisions of these Credit Security Conditions relating to redemption or settlement of Credit Securities following satisfaction of Conditions to Settlement, extension of maturity of Credit Securities on delivery of an Extension Notice, cessation or suspension of accrual of interest or accrual and payment of interest following (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date shall apply separately with respect to each Reference Entity and a portion of each Credit Security corresponding to the Reference Entity Notional Amount divided by the number of Credit Securities then in issue. The remaining provisions of these Credit Security Conditions shall be construed accordingly.

**2. Redemption**

(a) Redemption or Expiration absent Satisfaction of Conditions to Settlement

The Issuer will redeem each Credit Security (in the case of Notes or Certificates) on the related Credit Security Settlement Date (as such date may be extended in accordance with the definition thereof) by payment of an amount equal to (in the case of Certificates) the Cash Settlement Amount or (in the case of Notes) the outstanding principal amount of such Security (or, in the case of Linear Basket Credit Securities, the relevant portion thereof) (together with interest, if any, payable thereon) unless:

(a) the Credit Securities have been previously redeemed or purchased and cancelled in full (including pursuant to Credit Security Conditions 2(b), 2(c) or (d); or

(b) the Conditions to Settlement have been satisfied, in which event the Issuer shall redeem the Credit Securities in accordance with Credit Security Condition 2(b).

Each Credit Warrant will become void on the related Credit Security Settlement Date (as such date may be extended in accordance with the definition thereof) unless:

(c) the Credit Warrants have been previously settled or purchased and cancelled in full (including pursuant to Credit Security Conditions 2(b), 2(c) or (d); or

(d) the Conditions to Settlement have been satisfied, in which event the Credit Warrants shall be settled in accordance with Credit Security Condition 2(b).

(b) Redemption or Settlement following Satisfaction of Conditions to Settlement

Upon the satisfaction of the Conditions to Settlement in relation to any Reference Entity, then each Credit Note or Certificate (or, in the case of Linear Basket Credit Securities, the relevant portion thereof) will be subject to redemption and each Credit Warrant (or, in the case of Linear Basket Credit Warrants, the relevant portion thereof) will be deemed to have been automatically exercised on the Event Determination Date and will be subject to settlement:

(a) if the applicable Settlement Method is Auction Settlement, by payment of its *pro rata* share (such amount to be apportioned *pro rata* amongst the outstanding (and in the case of Partly Paid Notes, paid-up) nominal amount or outstanding (and, in the case of Partly Paid Certificates, paid-up) notional amount of each Credit Security corresponding to the (in the case of Credit Notes) Calculation Amount or (in the case of Credit Certificates or Credit Warrants) Notional Amount) of the Auction Settlement Amount on the Auction Settlement Date, unless a Fallback Settlement Event occurs, in which event the Issuer shall perform its respective payment and/or delivery obligations in accordance with the applicable Fallback Settlement Method. If the Conditions to Settlement with respect to a new Credit Event are satisfied following the occurrence of a Fallback Settlement Event with respect to a first Credit Event and no Fallback Settlement Event occurs with respect to such new Credit Event, the Issuer shall, if it so elects on or prior to a related Valuation Date or Delivery Date, redeem or settle, as applicable, the Credit Securities in accordance with this Credit Security Condition 2(b)(a) by Auction Settlement;

(b) if the applicable Settlement Method is Physical Settlement in accordance with Credit Security Condition 4; and

(c) if the applicable Settlement Method is Cash Settlement, by payment of its *pro rata* share (such amount to be apportioned *pro rata* amongst the outstanding (and in the case of Partly Paid Notes, paid-up) nominal amount or outstanding (and, in the case of Partly Paid Certificates, paid-up) notional

amount of each Credit Security corresponding to the (in the case of Credit Notes) Calculation Amount or (in the case of Credit Certificates or Credit Warrants) Notional Amount) of the Credit Event Cash Settlement Amount on the Cash Settlement Date.

Where the Credit Securities are Nth-to-Default Credit Securities, the Conditions to Settlement shall not be satisfied with respect to the Credit Securities until the Conditions to Settlement are satisfied with respect to the Nth Reference Entity. Where the Credit Securities are Nth-to-Default Credit Securities and the Conditions to Settlement are satisfied with respect to more than one Reference Entity on the same day, the Calculation Agent shall determine the order in which such Conditions to Settlement were satisfied.

(c) Redemption following a Merger Event

If this Credit Security Condition 2(c) is specified as applicable in the applicable Final Terms, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the Issuer may give notice to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, and (in the case of Credit Notes or Credit Certificates) redeem or (in the case of Credit Warrants) cancel all but not some only of the Credit Securities on the Merger Event Redemption Date, and if the Credit Securities are so redeemed or, as the case may be, cancelled, the Issuer shall pay an amount to each Holder in respect of each Credit Security, which amount shall be the fair market value of the Credit Security taking into account the Merger Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (including without limitation any Unwind Costs), all as determined by the Calculation Agent in a commercially reasonable manner.

(d) Additional Credit Linked Security Disruption Events

If the Calculation Agent determines that an Additional Credit Linked Security Disruption Event has occurred, the Issuer may redeem (or settle, as applicable) the Credit Securities by giving notice to Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. If the Credit Securities are so redeemed (or settled, as applicable), the Issuer will pay an amount to each Holder in respect of each Credit Security equal to the fair market value of such Credit Security taking into account the Additional Credit Linked Security Disruption Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements all as determined by the Calculation Agent in a commercially reasonable manner. Payments will be made in such manner as shall be notified to the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

(e) Suspension of Obligations

If a Credit Event Resolution Request Date occurs or if a notice is delivered to ISDA as contemplated in the definition of "Credit Event Resolution Request Date" in relation to any Reference Entity, then (unless the Issuer otherwise elects by notice to the Calculation Agent and the Holders) from the date delivery of such notice is effective (and notwithstanding that the relevant Credit Derivatives Determinations Committee has yet to determine whether Publicly Available Information is available or that a Credit Event has occurred):

(i) any obligation of the Issuer to redeem or settle any Credit Security (including pursuant to Credit Security Condition 2(b)) or pay any amount of interest which would otherwise be due thereon shall, insofar as it relates to the relevant Reference Entity; or

(ii) if the Final Terms specifies that "Calculation and Settlement Suspension" applies, any obligation of the Issuer to redeem or settle any Credit Security (including pursuant to Credit Security Condition 2(b)) insofar as it relates to the relevant Reference Entity, or pay any amount of interest which would otherwise be due thereon or any obligation of the Calculation Agent to calculate any amount of

interest (in each case, regardless of whether any such interest relates to the relevant Reference Entity), shall,

be and remain suspended until such time as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved with respect to such Reference Entity:

(a) the matters described in sub-paragraphs (a) and (b) of the definition of "Credit Event Resolution Request Date"; or

(b) not to determine such matters.

During such suspension period, the Issuer shall not be obliged to, nor entitled to, take any action in connection with the settlement of the Credit Securities, in each case insofar as they relate to the relevant Reference Entity, or in connection with the payment of any applicable interest on the Credit Securities, nor, if the Final Terms specifies that "Calculation and Settlement Suspension" applies, shall the Calculation Agent be obliged to take any action in connection with the calculation of any amount of interest (in each case, if the Final Terms specifies that "Calculation and Settlement Suspension" applies, regardless of whether any such interest relates to the relevant Reference Entity). Once ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved the matters set out in sub-paragraphs (a) and (b) above, such suspension shall terminate and any obligations so suspended shall resume on the basis of such Resolution on the Credit Security Business Day following such public announcement by ISDA, with the Issuer and, as the case may be, the Calculation Agent having the benefit of the full day notwithstanding when the suspension began. Any amount of interest so suspended shall, subject always to Credit Security Condition 3(a), become due on a date selected by the Calculation Agent falling not later than fifteen Business Days following such public announcement by ISDA.

For the avoidance of doubt, no interest shall accrue on any payment of interest or other amounts which are deferred in accordance with this Credit Security Condition 2(e).

(f) Miscellaneous provisions relating to Redemption or Settlement

If the Credit Securities are partially redeemed or settled, the relevant Credit Securities or, if the Credit Securities are represented by a Global Security, such Global Security, shall be endorsed to reflect such partial redemption or settlement. Upon such partial redemption or settlement, the outstanding notional amount or outstanding principal amount of each Credit Security shall be reduced for all purposes (including accrual of interest thereon) accordingly.

Redemption or settlement of any Credit Security in accordance with this Credit Security Condition 2, together with payment of interest, if any, due thereon shall discharge all or the relevant portion of the obligations of the Issuer in relation thereto.

Any amount payable under Credit Security Condition 2(b) shall be rounded downwards to the nearest sub-unit of the relevant currency.

**3. Interest (Credit Notes and Certificates only)**

(a) Cessation of Interest Accrual

Upon the occurrence of an Event Determination Date in respect of any Reference Entity, interest on such Credit Certificate or Note (or, in the case of Linear Basket Credit Securities, the relevant portion thereof) shall cease to accrue with effect from and including either:

(a) the:

(i) Interest Payment Date; or

(ii) if so specified in the Final Terms, Interest Period End Date,

immediately preceding such Event Determination Date (or, in the case of the first Interest Period, the Interest Commencement Date); or

(b) if so specified in the Final Terms, such Event Determination Date.

(b) Interest following Scheduled Maturity

Subject always to Credit Security Condition 2(a), if an Extension Notice has been given (other than pursuant to paragraph (d) of the definition of "Extension Notice"), each Credit Security (or, in the case of Linear Basket Credit Securities, the relevant portion thereof) which is outstanding following the Redemption Date or Maturity Date, as the case may be, shall continue to bear interest from (and including) the Redemption Date or Maturity Date, as the case may be, to (but excluding) the related Credit Security Settlement Date at a rate of interest equal to either:

(a) the rate that BNP Paribas would pay to an independent customer in respect of overnight deposits in the currency of the Credit Certificates; or

(b) such other rate as shall be specified for such purpose in the Final Terms.

For the avoidance of doubt, if an Extension Notice has been given pursuant to paragraph (d) of the definition thereof, no interest shall accrue from (and including) the Redemption Date or Maturity Date, as the case may be, to (but excluding) the related Credit Security Settlement Date.

(c) Interest Payment Dates

If the Credit Securities are redeemed pursuant to the W&C Security Conditions or the Note Conditions, as applicable, or these Credit Security Conditions, the Redemption Date, the Maturity Date, the Credit Security Settlement Date (if not the Redemption Date or Maturity Date, as the case may be), the Auction Settlement Date, the Cash Settlement Date or the last Delivery Date, as the case may be, shall be an Interest Payment Date in respect of each Credit Security (or, in the case of Linear Basket Credit Securities, the relevant portion thereof) and the Issuer shall pay any interest that has accrued in respect of each Credit Security (or, as applicable, the relevant portion thereof) on such Interest Payment Date.

**4. Physical Settlement (Credit Notes and Certificates only)**

(a) Delivery and payment

If Physical Settlement applies to any Credit Certificate or Credit Note, then, upon the satisfaction of the related Conditions to Settlement, the Issuer shall, on or prior to the related Physical Settlement Date and subject to Credit Security Conditions 4(b), 4(c) and 4(f), redeem such Credit Security (or, in the case of Linear Basket Credit Securities, the relevant portion thereof), respectively, by:

(a) Delivering a *pro rata* share of the Deliverable Obligations specified in the related Notice of Physical Settlement; and

(b) paying such Security's *pro rata* portion of the related Physical Settlement Adjustment Rounding Amount.

(b) Partial Cash Settlement Due to Impossibility or Illegality

If, due to an event beyond the control of the Issuer, it is impossible or illegal for the Issuer to Deliver or, due to an event beyond the control of the Issuer or any Holder, it is impossible or illegal for the Issuer or the relevant Holder to accept Delivery of any of the Deliverable Obligations specified in a Notice of Physical Settlement on the related Physical Settlement Date, then on such date the Issuer shall Deliver any of the Deliverable Obligations specified in the Notice of Physical Settlement for which it is possible and legal to take Delivery. If any Undeliverable Obligations have not been delivered on or prior to the Latest Permissible Physical Settlement Date, then Partial Cash Settlement shall apply with respect to such Undeliverable Obligations and, accordingly, the Issuer shall pay the relevant Holders an amount equal to the Partial Cash Settlement Amount to be apportioned *pro rata* amongst the relevant Holders on the Partial Cash Settlement Date.

(c) Non-Delivery of Deliverable Obligations

If the Issuer does not Deliver any Deliverable Obligation specified in a Notice of Physical Settlement other than as a result of an event or circumstance contemplated in Credit Security Condition 4(b) above (including following the occurrence of a Hedge Disruption Event), such failure shall not constitute an Event of Default for the purpose of the Securities and the Issuer may continue to attempt to Deliver the Deliverable Obligations that are Bonds or Loans until the Extended Physical Settlement Date.

If, as at the relevant Extended Physical Settlement Date, any such Deliverable Obligations have not been Delivered, then Partial Cash Settlement shall apply with respect to such Deliverable Obligations and the Issuer shall pay to the Holders an amount equal to the Partial Cash Settlement Amount to be apportioned *pro rata* amongst the Holders on the Partial Cash Settlement Date.

(d) Aggregation and Rounding

Where a Holder holds Credit Notes or Certificates in an aggregate nominal amount outstanding (or, in the case of Partly Paid Notes, a paid-up aggregate nominal amount outstanding) or aggregate notional amount outstanding (or, in the case of Partly Paid Certificates, a paid-up aggregate notional amount outstanding) greater than the Specified Denomination or Notional Amount respectively, the Outstanding Principal Balance of the Deliverable Obligations to be Delivered in respect of the Credit Security shall be aggregated for the purposes of this Credit Security Condition 4. If the Outstanding Principal Balance of the Deliverable Obligations to be Delivered in respect of each Credit Securities to be redeemed pursuant to this Credit Security Condition 4(d) on any occasion is not equal to an authorised denomination (or integral multiple thereof) of such Deliverable Obligations then the Outstanding Principal Balance of Deliverable Obligations to be Delivered will be rounded down to the nearest authorised denomination or multiple thereof, or, if none, to zero. In such circumstances, the Deliverable Obligations that were not capable of being Delivered shall, if and to the extent practicable, be sold by the Issuer or such other agent as may be appointed by the Issuer for such purpose and, if they are so sold, the Issuer shall make payment in respect of each Credit Security in an amount equal to its *pro rata* share of the related net sale proceeds as soon as reasonably practicable following receipt thereof.

(e) Delivery and Fees

The Delivery of any of the Deliverable Obligations pursuant to the provisions of this Credit Security Condition 4 shall be made in such manner as the Issuer shall determine in a commercially reasonable manner, to be appropriate for such Delivery. Subject as set out in the definition of "Deliver":

(a) any recordation, processing or similar fee reasonably incurred by the Issuer and/or any of its Affiliates and payable to the agent under a Loan in connection with an assignment (where Deliverable Obligations include Assignable Loans or Consent Required Loans) shall be payable by the relevant

Holders, and if any Stamp Tax is payable in connection with the Delivery of any Deliverable Obligations, payment thereof shall be made by the relevant Holders; and

(b) any other expenses arising from the Delivery and/or transfer of the Deliverable Obligations shall be for the account of the Holders or the Issuer, as appropriate, determined in accordance with then current market conventions.

Delivery and/or transfer of the Deliverable Obligations shall be delayed until all expenses relating to such Delivery or transfer payable by the Holders have been paid to the satisfaction of the Issuer.

(f) Asset Transfer Notice

A Holder will not be entitled to any of the amounts or assets specified as being due to it in this Credit Security Condition 4(f) upon the satisfaction of the Conditions to Settlement unless it has presented or surrendered (as is appropriate) the relevant Credit Security and delivered an Asset Transfer Notice in accordance with W&C Security Condition 35.2(a) (*Asset Transfer Notices*) or Note Condition 4(b)(i) (*Physical Delivery*), as applicable. For so long as the Credit Securities are held in any clearing system, any communication from such clearing system on behalf of the Holder containing the information required in an Asset Transfer Notice will be treated as an Asset Transfer Notice. For as long as Bearer Securities are represented by a Global Security, surrender of Credit Securities for such purpose will be effected by presentation of the Global Security and its endorsement to note the principal amount or notional amount of Credit Securities to which the relevant Asset Transfer Notice relates.

(g) Credit Warrants

Physical Settlement shall not apply in relation to any Credit Warrants.

**5. Provisions relating to Obligation Category and Characteristics and Deliverable Obligation Category and Characteristics**

(a) Obligation Characteristics

If the Obligation Characteristic "Listed" is specified in the applicable Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though Listed had been specified as an Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Obligation Category.

(b) Deliverable Obligation Category and Characteristics

If:

(i) either of the Deliverable Obligation Characteristics "Listed" or "Not Bearer" is specified in the applicable Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Deliverable Obligation Category;

(ii) the Deliverable Obligation Characteristic "Transferable" is specified in the applicable Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans (and shall only be relevant to the extent that obligations other than Loans are covered by the selected Deliverable Obligation Category);

(iii) any of the Deliverable Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified in the applicable Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans and shall only be relevant if Loans are covered by the selected Deliverable Obligation Category; and

(iv) any of Payment, Borrowed Money, Loan or Bond or Loan is specified as the Deliverable Obligation Category and more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified in the applicable Final Terms as Deliverable Obligation Characteristics or is applicable in respect of the applicable Transaction Type, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.

(c) Qualifying Guarantee

If an Obligation or a Deliverable Obligation is a Qualifying Guarantee, the following will apply:

(i) For purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Qualifying Guarantee shall be deemed to be described by the same category or categories as those that describe the Underlying Obligation.

(ii) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Qualifying Guarantee and the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms or applicable in respect of the relevant Transaction Type from the following list: Specified Currency, Not Sovereign Lender, Not Domestic Currency and Not Domestic Law. For these purposes, unless otherwise specified in the applicable Final Terms, (A) the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro shall not be a Domestic Currency and (B) the laws of England and the laws of the State of New York shall not be a Domestic Law.

(iii) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Qualifying Guarantee must satisfy on the relevant date the Obligation Characteristic or the Deliverable Obligation Characteristic of Not Subordinated, if specified in the applicable Final Terms or if applicable in respect of the relevant Transaction Type.

(iv) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms or applicable in respect of the relevant Transaction Type from the following list: Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.

(v) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.

(vi) The terms "Outstanding Principal Balance" and "Due and Payable Amount" (as they are used in the Terms and Conditions, including without limitation, the definitions of "Credit Event Cash Settlement Amount" and "Quotation Amount"), when used in connection with Qualifying Guarantees are to be

interpreted to be the then "Outstanding Principal Balance" or "Due and Payable Amount", as applicable, of the Underlying Obligation which is supported by a Qualifying Guarantee.

(vii) For the avoidance of doubt the provisions of this Credit Security Condition 5 apply in respect of the definitions of "Obligation" and "Deliverable Obligation" as the context admits.

**6. Succession Event**

(a) Single Reference Entity

Where the Credit Securities are Single Reference Entity Credit Securities and a Succession Event has occurred and more than one Successor has been identified, each such Credit Security will be deemed for all purposes to have been divided into the same number of new Credit Securities as there are Successors with the following terms:

(i) each Successor will be a Reference Entity for the purposes of one of the deemed new Credit Securities;

(ii) in respect of each deemed new Credit Security, the Reference Entity Notional Amount will be the Reference Entity Notional Amount applicable to the original Reference Entity divided by the number of Successors; and

(iii) all other terms and conditions of the original Credit Securities will be replicated in each deemed new Credit Security except to the extent that modification is required, as determined by the Calculation Agent, to preserve the economic effects of the original Credit Securities in the deemed new Credit Securities (considered in the aggregate).

(b) Nth-to-Default

Where the Credit Securities are Nth-to-Default Credit Securities:

(i) where a Succession Event has occurred in respect of a Reference Entity (other than a Reference Entity in respect of which a Credit Event has occurred) and more than one Successor has been identified, each such Credit Security will be deemed for all purposes to have been divided into a number of new Credit Securities equal to the number of Successors. Each such new Credit Security shall include a Successor and each and every one of the Reference Entities unaffected by such Succession Event and the provisions of Credit Security Condition 6(b)(i) to (iii) (inclusive) shall apply thereto;

(ii) if "Substitution" is specified as not being applicable in the Final Terms, where any Reference Entity (the "**Surviving Reference Entity**") (other than a Reference Entity that is subject to the Succession Event) would be a Successor to any other Reference Entity (the "**Legacy Reference Entity**") pursuant to a Succession Event, such Surviving Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity; and

(iii) if "Substitution" is specified as being applicable in the Final Terms, where the Surviving Reference Entity (other than a Reference Entity that is subject to the Succession Event) would be a Successor to a Legacy Reference Entity pursuant to a Succession Event:

(A) such Surviving Reference Entity shall be deemed not to be a Successor to the Legacy Reference Entity; and

(B) the Replacement Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity.

(c) Linear Basket

Where the Credit Securities are Linear Basket Credit Securities, and one or more Successors have been identified in respect of a Reference Entity that has been the subject of a related Succession Event (the "**Affected Entity**"):

(i) the Affected Entity will no longer be a Reference Entity (unless it is a Successor as described in (ii) above);

(ii) each Successor will be deemed a Reference Entity (in addition to each Reference Entity which is not an Affected Entity);

(iii) the Reference Entity Notional Amount for each such Successor will equal the Reference Entity Notional Amount of the Affected Entity divided by the number of Successors;

(iv) the Calculation Agent may make any modifications to the terms of the Credit Securities which may be required to preserve the economic effects of the Credit Securities prior to the Succession Event (considered in the aggregate); and

(v) for the avoidance of doubt, a Reference Entity may, as a result of a Succession Event, be represented in the basket with respect to multiple Reference Entity Notional Amounts for the Successor(s) of such Reference Entity.

(d) Substitute Reference Obligations

Where:

(i) a Reference Obligation is specified in the applicable Final Terms;

(ii) one or more Successors to the Reference Entity have been identified; and

(iii) any one or more such Successors have not assumed the Reference Obligation,

a Substitute Reference Obligation will be determined in accordance with the definition of "Substitute Reference Obligation".

**7. Provisions relating to LPN Reference Entities**

The following provisions shall apply if the relevant Final Terms provide that "LPN Reference Entity" is applicable:

(a) Multiple Holder Obligation will not be applicable with respect to any Reference Obligation and any Underlying Loan;

(b) each Reference Obligation will be an Obligation notwithstanding anything to the contrary in these Credit Security Conditions, and in particular, that the obligation is not an obligation of the Reference Entity;

(c) each Reference Obligation will be a Deliverable Obligation notwithstanding anything to the contrary in these Credit Security Conditions, and in particular, that the obligation is not an obligation of the Reference Entity;

(d) for the avoidance of doubt, with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Financial Instrument, the outstanding principal balance shall be

determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation; and

(e) the "Not Subordinated" Obligation Characteristic and Deliverable Obligation Characteristic shall be construed as if no Reference Obligation was specified in respect of the Reference Entity.

**8. Restructuring Credit Event**

(a) Multiple Credit Event Notices (Credit Notes and Certificates only)

Upon the occurrence of a Restructuring Credit Event with respect to a Reference Entity for which Restructuring is an applicable Credit Event and either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the Final Terms or is applicable in respect of the relevant Transaction Type:

(i) the Calculation Agent may deliver multiple Credit Event Notices with respect to such Restructuring Credit Event, each such notice setting forth the amount of the relevant Reference Entity Notional Amount to which such Restructuring Credit Event applies (the "**Exercise Amount**") provided that if the Credit Event Notice does not specify an Exercise Amount, the then outstanding Reference Entity Notional Amount (and not a portion thereof) will be deemed to have been specified as the Exercise Amount;

(ii) the provisions of these Credit Security Conditions shall be deemed to apply to an aggregate outstanding principal amount or aggregate outstanding notional amount equal to the Exercise Amount only and all the provisions shall be construed accordingly;

(iii) the Exercise Amount in connection with a Credit Event Notice describing a Credit Event other than a Restructuring must be equal to the relevant Reference Entity Notional Amount (and not a portion thereof); and

(iv) the Exercise Amount in connection with a Credit Event Notice describing a Restructuring must be an amount that is at least 1,000,000 units of the Specified Currency (or, if Japanese Yen, 100,000,000 units) in which the Reference Entity Notional Amount is denominated or any integral multiple thereof or the entire relevant Reference Entity Notional Amount.

In the case of an Nth-to-Default Credit Security, once the Conditions to Settlement have been satisfied in respect of the Nth Reference Entity where the Credit Event is a Restructuring Credit Event, no further Credit Event Notices may be delivered in respect of any other Reference Entity (save to the extent that the Credit Securities are deemed to have been divided into new Credit Securities pursuant to Credit Security Condition 6).

If any Credit Security is subject to partial settlement in accordance with this Credit Security Condition 8, the relevant Credit Security or, if the Credit Securities are represented by a Global Security, such Global Security shall be endorsed to reflect such partial settlement.

For the avoidance of doubt, this Credit Security Condition 8 shall not be applicable in respect of a Reference Entity for which Restructuring is an applicable Credit Event and neither "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" nor "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the Final Terms or is applicable in respect of the relevant Transaction Type.

This Credit Security Condition 8(a) shall not apply in relation to any Credit Warrants.

(b) Restructuring Maturity Limitation and Fully Transferable Obligation

In respect of any Reference Entity for which Restructuring is an applicable Credit Event, if "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" is specified in the Final Terms or is applicable in respect of the Transaction Type, and Restructuring is the only Credit Event specified in a Credit Event Notice, then a Deliverable Obligation or, as applicable, Valuation Obligation, may be specified in a Notice of Physical Settlement, any NOPS Amendment Notice or, as applicable, selected by the Issuer to form part of the related Valuation Obligations Portfolio only if it:

(i) is a Fully Transferable Obligation; and

(ii) has a final maturity date not later than the Restructuring Maturity Limitation Date.

(c) Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable

In respect of any Reference Entity for which Restructuring is an applicable Credit Event, if "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the Final Terms or is applicable in respect of the applicable Transaction Type, and Restructuring is the only Credit Event specified in a Credit Event Notice, then a Deliverable Obligation or, as applicable, Valuation Obligation, may be specified in the Notice of Physical Settlement, any NOPS Amendment Notice or, as applicable, selected by the Issuer to form part of the related Valuation Obligations Portfolio, only if it:

(i) is a Conditionally Transferable Obligation; and

(ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date.

In the event that the requisite consent in relation to a Deliverable Obligation which is a Conditionally Transferable Obligation is refused (whether or not a reason is given for such refusal and, where a reason is given for such refusal, regardless of that reason) or is not received by the Physical Settlement Date, the Issuer shall, as soon as reasonably practicable, notify the relevant Holders of such refusal (or deemed refusal) and:

(iii) each such Holder may designate a third party (which may or may not be an Affiliate of such Holder) to take Delivery of the Deliverable Obligation on its behalf; and

(iv) if a Holder does not designate a third party that takes Delivery on or prior to the date which is three Credit Security Business Days after the Physical Settlement Date, then the Issuer will redeem the Credit Securities which have not been Delivered by payment of the relevant Partial Cash Settlement Amount to such Holder. For the avoidance of doubt Credit Security Condition 4(b) will not apply to this paragraph.

(d) Multiple Holder Obligations

Notwithstanding anything to the contrary in the definition of "Restructuring" and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in sub-paragraph (a)(i) to (a)(v) (inclusive) thereof shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation, provided that any obligation that is a Bond shall be deemed to satisfy the requirements of sub-paragraph (b) of the definition of "Multiple Holder Obligation".

**9. Miscellaneous Provisions relating to Credit Securities**

(a) Determinations of the Calculation Agent

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Credit Security Conditions shall (in the absence of manifest error) be final and binding on the Issuer, the Guarantor (if applicable) and the Holders. Unless otherwise expressly stated, the Calculation Agent is not bound to follow or act in accordance with any determination of the relevant Credit Derivatives Determinations Committee. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. If the Calculation Agent chooses to rely on the determinations of the relevant Credit Derivatives Determinations Committee it may do so without liability. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Credit Securities including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent, the Issuer or the Guarantor (if applicable) shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

If, where the Calculation Agent has relied upon a DC Resolution for the purposes of making a calculation or determination with respect to the Credit Securities, ISDA publicly announces that such DC Resolution has been reversed by a subsequent DC Resolution, such reversal will be taken into account for the purposes of any subsequent calculations, provided that the ISDA public announcement occurs prior to the DC Resolution Reversal Cut-off Date (or where redeemed or settled in part, to the extent of any such redemption or settlement). The Calculation Agent, acting in a commercially reasonable manner, will make any adjustment to any future payments as are required to take account of such reversal, including any payment of additional interest or any reduction in any interest or any other amount payable under the Credit Securities. For the avoidance of doubt, no accruals of interest shall be taken into account when calculating any such adjustment payment.

(b) Change in Standard Terms and Market Conventions

The Calculation Agent, acting reasonably, may (but shall not be obligated to) modify these Credit Security Conditions from time to time with effect from a date designated by the Calculation Agent to the extent reasonably necessary to ensure consistency with prevailing market standards or market trading conventions, which are, pursuant to the agreement of leading dealers in the credit derivatives market or any relevant ISDA committee, a market-wide protocol, any applicable law or regulation or the rules of any applicable exchange or clearing system, applicable to any Notional Credit Derivative Transaction or Hedge Transaction entered into prior to such date or terms thereof. The Calculation Agent shall notify the Issuer and the Holders as soon as reasonably practicable upon making any such determination. For the avoidance of doubt, the Calculation Agent may not, without the consent of the Issuer and the Trustee, amend, pursuant to this Credit Security Condition 9(c) any of the terms and conditions of the Credit Securities other than the Credit Security Conditions.

In particular, the Calculation Agent may make such modifications as may be necessary to ensure consistency with any successor provisions which are published by ISDA and which supersede the 2003 ISDA Credit Derivatives Definitions and/or the 2003 ISDA Credit Derivatives Definitions as supplemented by the July 2009 Supplement ("**Successor Provisions**") for the purposes of credit derivatives transactions generally (including with respect to transactions which are entered into prior to the relevant date of publication and which are outstanding as of that date) and/or may apply and rely on determinations of the Credit Derivatives Determinations Committee made in respect of a relevant Reference Entity under any such Successor

Provisions notwithstanding any discrepancy between the terms of such Successor Provisions and these Credit Security Conditions.

This Credit Security Condition 9(c) shall apply unless the related Final Terms specifies that "Change in Standard Terms and Market Conventions" is not applicable.

(c) Delivery of Notices

As soon as reasonably practicable after receiving a Credit Event Notice or Notice of Publicly Available Information from the Calculation Agent, the Issuer shall promptly inform, or shall procure that the Calculation Agent informs the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable. Resolutions of the Credit Derivatives Determinations Committee are, as of the date hereof, available on ISDA's website (www.isda.org/credit).

(d) Effectiveness of Notices

Any notice referred to in Credit Security Condition 9(d) above which is delivered on or prior to 5. 00 p.m. (London time) on a London Business Day is effective on such date and if delivered after such time or on a day that is not a London Business Day, is deemed effective on the next following London Business Day.

(e) Excess Amounts

If, on a Business Day, the Calculation Agent reasonably determines that an Excess Amount has been paid to Holders on or prior to such day, then following notification of the determination of an Excess Amount to the Issuer and Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, the Issuer may deduct any such Excess Amount from future payments in relation to the Credit Securities (whether interest or principal) or may reduce the amount of any assets deliverable under the terms of the Credit Securities to the extent that it determines, acting reasonably, to be necessary to compensate for such Excess Amount.

**10. Definitions**

In these Credit Security Conditions:

"**Accelerated or Matured**" means an obligation under which the total amount owed, whether at maturity, by reason of acceleration, upon termination or otherwise (other than amounts in respect of default interest, indemnities, tax gross-ups and other similar amounts), is, or on, or prior to the Delivery Date will be, due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws.

"**Accreted Amount**" means, with respect to an Accreting Obligation, an amount equal to:

(a) the sum of:

(i) the original issue price of such obligation; and

(ii) the portion of the amount payable at maturity that has accreted in accordance with the terms of the obligation (or as otherwise described below); less

(b) any cash payments made by the obligor thereunder that, under the terms of such obligation, reduce the amount payable at maturity (unless such cash payments have been accounted for in (a)(ii) above), in each case calculated as of the earlier of:

(A) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal; and

(B) the Delivery Date or applicable Valuation Date, as the case may be.

Such Accreted Amount shall include any accrued and unpaid periodic cash interest payments (as determined by the Calculation Agent) only if "Include Accrued Interest" is specified as being applicable in the relevant Final Terms. If an Accreting Obligation is expressed to accrete pursuant to a straight-line method or if such Obligation's yield to maturity is not specified in, nor implied from, the terms of such Obligation, then, for the purposes of (a)(ii) above, the Accreted Amount shall be calculated using a rate equal to the yield to maturity of such Obligation. Such yield shall be determined on a semi-annual bond equivalent basis using the original issue price of such obligation and the amount payable at the scheduled maturity of such obligation, and shall be determined as of the earlier of:

(x) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal; and

(y) the Delivery Date or applicable Valuation Date, as the case may be. The Accreted Amount shall exclude, in the case of a Convertible Obligation or an Exchangeable Obligation, any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities into which such obligation is convertible or exchangeable.

"**Accreting Obligation**" means any obligation (including, without limitation, a Convertible Obligation or an Exchangeable Obligation) the terms of which expressly provide for an amount payable upon acceleration equal to the original issue price (whether or not equal to the face amount thereof) plus an additional amount or amounts (on account of original issue discount or other accruals of interest or principal not payable on a periodic basis) that will or may accrete, whether or not:

(a) payment of such additional amounts is subject to a contingency or determined by reference to a formula or index; or

(b) periodic cash interest is also payable.

"**Additional Credit Linked Security Disruption Event**" means any of Change in Law, Hedging Disruption, and/or Increased Cost of Hedging, in each case if specified as applying in the applicable Final Terms.

"**Additional LPN**" means any LPN issued by an LPN Issuer for the sole purpose of providing funds for the LPN Issuer to provide financing to the Reference Entity via an:

(a) Underlying Loan; or

(b) Underlying Finance Instrument:

provided that:

(i) either:

(i) in the event that there is an Underlying Loan with respect to such LPN, the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity; or

(ii) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics;

(ii) the LPN satisfies the following Deliverable Obligation Characteristics: Transferable, Not Bearer, Specified Currencies – Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and

(iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of holders of the LPNs.

"**Additional Obligation**" means each of the obligations listed as an Additional Obligation of the Reference Entity in the relevant "LPN Reference Obligation List" as published by Markit Group Limited, or any successor thereto, which list is currently available at http://www.markit.com/marketing/services.php.

"**Additional Provisions**" means any additional provisions from time to time published by ISDA for use in the over-the-counter credit derivatives market and specified as applicable in relation to a Reference Entity which may include:

(a) the Additional Provisions for Physically Settled Default Swaps - Monoline Insurer as Reference Entity, as published by ISDA on 21 January 2005; or

(b) any other provisions specified in relation to such Reference Entity.

"**Affected Entity**" has the meaning given to such term in Credit Security Condition 6(d) above.

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

"**Assignable Loan**" means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if a Reference Entity is guaranteeing such Loan) or any agent, and if specified as applicable to a Deliverable Obligation Category, the Assignable Loan Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Loans.

"**Auction**" has the meaning set forth in the Transaction Auction Settlement Terms.

"**Auction Cancellation Date**" has the meaning set forth in the Transaction Auction Settlement Terms.

"**Auction Covered Transaction**" has the meaning set forth in the Transaction Auction Settlement Terms.

"**Auction Final Price**" has the meaning set forth in the Transaction Auction Settlement Terms or the Parallel Auction Settlement Terms identified by the Issuer in the Auction Settlement Amount Notice.

"**Auction Final Price Determination Date**" has the meaning set forth in the Transaction Auction Settlement Terms.

"**Auction Settlement Amount**" means, in relation to any Reference Entity, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

(a) in respect of Credit Notes and Certificates:

Auction Settlement Amount = Max [0, Min (A, [(A x B) – C])]

(b) in respect of Credit Warrants:

Auction Settlement Amount = Max (0, Min [A, ([A x (100% - B)] – C)])

Where:

"**A**" means (in the case of Credit Notes) the Calculation Amount or (in the case of Credit Certificates and Credit Warrants) the Notional Amount;

"**B**" means the relevant Auction Final Price; and

"**C**" means the Unwind Costs (unless the applicable Final Terms specify that Unwind Costs are not applicable, in which event "**C**" means zero).

"**Auction Settlement Amount Notice**" means a notice given by the Issuer to the Calculation Agent and the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable, on or prior to the date which is 65 Business Days following the Final List Publication Date specifying:

(a) the Transaction Auction Settlement Terms or Parallel Auction Settlement Terms which the Issuer has elected to apply to the Credit Securities (provided that the Issuer may only elect to apply any Parallel Auction Settlement Terms (for purposes of which (i) in the case of Notes or Certificates, all Deliverable Obligations (as defined in respect of the Final List) on the Final List will be Permissible Deliverable Obligations, or (ii) in the case of Credit Warrants, the Permissible Deliverable Obligations are more limited than the Permissible Deliverable Obligations under the Transaction Auction Settlement Terms) in the circumstances set out in sub-paragraph (b) of the definition of "No Auction Announcement Date"); and

(b) the Auction Settlement Amount.

"**Auction Settlement Date**" means:

(a) the date that is three Business Days following delivery by the Issuer of the Auction Settlement Amount Notice to the Calculation Agent and the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable; or

(b) (if "Settlement Deferral" is specified as applicable) if later, (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date. For the avoidance of doubt, this shall be without prejudice to Credit Security Condition 3(a) (Cessation of Interest Accrual).

"**Bankruptcy**" means a Reference Entity:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition:

(i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

(ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;

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

(f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or

(h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in sub-paragraphs (a) to (g) (inclusive) above.

"**Best Available Information**" means:

(a) in the case of a Reference Entity which files information with its primary securities regulator or primary stock exchange that includes unconsolidated, pro forma financial information which assumes that the relevant Succession Event has occurred or which provides such information to its shareholders, creditors or other persons whose approval of the Succession Event is required, that unconsolidated, pro forma financial information and, if provided subsequently to the provision of unconsolidated, pro forma financial information but before the Calculation Agent or the Credit Derivatives Determinations Committee makes its determination for the purposes of the definition of "Successor", other relevant information that is contained in any written communication provided by the Reference Entity to its primary securities regulator, primary stock exchange, shareholders, creditors or other persons whose approval of the Succession Event is required; or

(b) in the case of a Reference Entity which does not file with its primary securities regulators or primary stock exchange, and which does not provide to shareholders, creditors or other persons whose approval of the Succession Event is required, the information contemplated in (a) above, the best publicly available information at the disposal of the Calculation Agent or the Credit Derivatives Determinations Committee to allow it to make a determination for the purposes of the definition of "Successor",

provided that information which is made available more than fourteen calendar days after the legally effective date of the Succession Event shall not constitute "Best Available Information".

"**Bond**" means any obligation of a type included in the "Borrowed Money" Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money obligation.

"**Bond or Loan**" means any obligation that is either a Bond or a Loan.

"**Borrowed Money**" means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding unpaid drawings in respect of principal) for the payment or repayment of

borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit).

"**Capped Reference Entity**" means, unless otherwise specified in the Final Terms, a Reference Entity having a specified Transaction Type in respect of which "60 Business Day Cap on Settlement" is expressed as applying in the Physical Settlement Matrix.

"**Cash Settlement Date**" means:

(a) the date that is the number of Business Days specified in the Final Terms (or, if a number of Business Days is not specified, three Business Days) immediately following the determination of the Weighted Average Final Price; or

(b) (if "Settlement Deferral" is specified as applicable) if later, (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date. For the avoidance of doubt, this shall be without prejudice to Credit Security Condition 3(a) (Cessation of Interest Accrual).

"**Change in Law**" means that, on or after the Trade Date (as specified in the applicable Final Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency, regulatory 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 is unable to perform its obligations in respect of the Credit Securities or it has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Credit Securities; or

(b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the Credit Securities in issue or in holding, acquiring or disposing of any relevant hedge positions of the Credit Securities.

"**Conditionally Transferable Obligation**" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if a Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Conditionally Transferable Obligation".

For purposes of determining whether a Deliverable Obligation satisfies the requirements of the definition of "Conditionally Transferable Obligation", such determination shall be made as of the Delivery Date for the Deliverable Obligation, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the Issuer or the Guarantor (if applicable).

"**Conditions to Settlement**" means, in relation to any Reference Entity:

(a) the occurrence of an Event Determination Date; and

(b) where the applicable Settlement Method is Physical Settlement (or Physical Settlement is applicable as the Fallback Settlement Method), the delivery of the Notice of Physical Settlement on or following the occurrence of an Event Determination Date,

to the extent that, such Event Determination Date is not subsequently reversed as publicly announced by ISDA prior to the DC Resolution Reversal Cut-off Date.

"**Consent Required Loan**" means a Loan that is capable of being assigned or novated with the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if a Reference Entity is guaranteeing such Loan) or any agent, and, if specified as applicable to a Deliverable Obligation Category, the Consent Required Loan Deliverable Obligation Characteristic shall be applicable only in respect of obligations within the Deliverable Obligation Category that are Loans.

"**Convertible Obligation**" means any obligation that is convertible, in whole or in part, into Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

"**Credit Derivatives Auction Settlement Terms**" means, in relation to any Reference Entity, the Credit Derivatives Auction Settlement Terms published by ISDA, in accordance with the Rules, with respect to the relevant Reference Entity, a form of which will be published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as may be amended from time to time in accordance with the Rules.

"**Credit Certificates**" means Certificates linked to the credit of a specified entity or entities.

"**Credit Derivatives Definitions**" means the 2003 ISDA Credit Derivatives Definitions, as published by ISDA, as supplemented by the July 2009 Supplement and, in addition, if Additional Provisions are specified to be applicable with respect to the Credit Securities in the Final Terms, as supplemented by the Additional Provisions.

"**Credit Derivatives Determinations Committee**" means each committee established by ISDA for purposes of reaching certain DC Resolutions in connection with credit derivative transactions in the over-the-counter market, as more fully described in the Rules.

"**Credit Event**" means the occurrence of one or more of Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium or Restructuring or Additional Credit Event as specified with respect to a Reference Entity.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

(a) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;

(b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;

(c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

(d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

"**Credit Event Backstop Date**" means, in respect of:

(a) Credit Notes or Certificates, the date that is 60 calendar days prior to the Trade Date or, if so specified in the Final Terms, the Issue Date or such other date specified in the Final Terms; or

(b) Credit Warrants, (i) for the purposes of any event that constitutes a Credit Event (or with respect to Repudiation/Moratorium, the event described in paragraph (b) of the definition thereof), the date that is 60 calendar days prior to the Credit Event Resolution Request Date; or (ii) otherwise, the date that is 60 calendar days prior to the earlier of (A) the first date on which both the Credit Event Notice and, if Notice of Publicly Available Information is specified as a Condition to Settlement, the Notice of Publicly Available Information are delivered by the Calculation Agent to the Issuer and are effective during the Notice Delivery Period; and (B) in circumstances where (I) the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in sub-paragraphs (a) and (b) of the definition of "Credit Event Resolution Request Date" are satisfied in accordance with the Rules, (II) the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters and (III) the Credit Event Notice and, if Notice of Publicly Available Information is specified as a Condition to Settlement, the Notice of Publicly Available Information are delivered by the Calculation Agent to the Issuer and are effective not more than fourteen calendar days after the day on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters, the Credit Event Resolution Request Date.

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

"**Credit Event Notice**" means an irrevocable notice from the Calculation Agent (which may be in writing (including by facsimile and/or email and/or by telephone) to the Issuer that describes a Credit Event that occurred on or after the Credit Event Backstop Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)) and on or prior to the Extension Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)).

A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred, provided that where an Event Determination Date has occurred pursuant to sub-paragraph (b) of the definition thereof, a reference to the relevant DC Credit Event Announcement shall suffice. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective.

"**Credit Event Resolution Request Date**" means, with respect to a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve:

(a) whether an event that constitutes a Credit Event has occurred with respect to the relevant Reference Entity or Obligation thereof; and

(b) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred, the date of the occurrence of such event,

the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the first date on which such notice was effective and on which the relevant Credit Derivatives Determinations Committee was in possession, in accordance with the Rules, of Publicly Available Information with respect to the DC Resolutions referred to in sub-paragraphs (a) and (b) above.

"**Credit Event Cash Settlement Amount**" means, in relation to any Reference Entity and unless otherwise specified in the Final Terms, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

(a) in respect of Credit Notes and Certificates:

Credit Event Cash Settlement Amount = Max [0, Min (A, [(A x B) – C])]

(b) in respect of Credit Warrants:

Credit Event Cash Settlement Amount = Max (0, Min [A, ([A x (100% - B)] – C)])

Where:

"**A**" means (in the case of Credit Notes) the Calculation Amount or (in the case of Credit Certificates and Credit Warrants) the Notional Amount;

"**B**" means the Weighted Average Final Price, or if so specified in the applicable Final Terms, the Final Price or such other price specified therein; and

"**C**" means the Unwind Costs (unless the applicable Final Terms specify that Unwind Costs are not applicable, in which event "**C**" means zero),

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

"**Credit Notes**" means Notes linked to the credit of a specified entity or entities.

"**Credit Securities**" means Credit Notes, Credit Certificates and/or Credit Warrants.

"**Credit Security Business Day**" means, in respect of any Reference Entity, a day on which commercial banking and foreign exchange markets are generally open to settle payments in the place or places specified for that purpose with respect to such Reference Entity, a TARGET Settlement Day (if "TARGET Settlement Day" is specified for that purpose, or, if a place or places are not so specified, a day on which commercial banks and foreign exchange markets are generally open to settlement payments in the jurisdiction of the currency of the related Reference Entity Notional Amount). Business Days referenced in the Physical Settlement Matrix shall be deemed to be Credit Security Business Days.

"**Credit Security Dealer**" means a dealer in obligations of the type of Obligation(s) (as the case may be) for which quotations are to be obtained (as selected by the Calculation Agent) and may include the Calculation Agent or its Affiliate and a Holder or its Affiliate or as may otherwise be specified in the Final Terms.

"**Credit Security Settlement Date**" means either:

(a) (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date; or

(b) where an Extension Notice in relation to a Reference Entity is delivered by the Calculation Agent to the Issuer at or prior to 11:00 a.m. (London time) on the date falling two London Business Days prior

to (in the case of Credit Notes) the Maturity Date, (in the case of Credit Certificates) the Redemption Date or (in the case of Credit Warrants) the Expiration Date, either:

(i) the date falling two Business Days after the expiry of the Notice Delivery Period (or, if later, after the latest date on which it would be possible for the Calculation Agent or the Issuer to deliver a Credit Event Notice under paragraph (b)(iv) of the definition of "Event Determination Date"); or

(ii) if a Credit Event Resolution Request Date has occurred on or prior to the expiry of the Notice Delivery Period in relation to a Reference Entity, the date falling 15 Business Days following any date on which the Credit Derivatives Determinations Committee Resolves that the relevant event does not constitute a Credit Event, or Resolves not to make such determination.

"**Credit Warrants**" means Warrants linked to the credit of a specified entity or entities.

"**Currency Amount**" means with respect to:

(a) a Deliverable Obligation specified in a Notice of Physical Settlement or a selected Valuation Obligation that is denominated in a currency other than the Settlement Currency, an amount converted to the Settlement Currency using a conversion rate determined by reference to the Currency Rate; and

(b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, an amount converted to the Settlement Currency (or, if applicable, back into the Settlement Currency) using a conversion rate determined by reference to the Currency Rate, if any, and each Revised Currency Rate used to convert each Replaced Deliverable Obligation Outstanding Amount specified in each NOPS Amendment Notice with respect to that portion of the relevant Reference Entity Notional Amount into the currency of denomination of the relevant Replacement Deliverable Obligation.

"**Currency Rate**" means with respect to:

(a) a Deliverable Obligation specified in the Notice of Physical Settlement or a selected Valuation Obligation, the rate of conversion between the Settlement Currency and the currency in which the Outstanding Amount of such Deliverable Obligation is denominated that is either:

(i) determined by reference to the Currency Rate Source as at the Next Currency Fixing Time; or

(ii) if such rate is not available at such time, determined by the Calculation Agent in a commercially reasonable manner after consultation with the parties; and

(b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the Revised Currency Rate.

"**Currency Rate Source**" means the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee.

"**DC Credit Event Announcement**" means, with respect to a Reference Entity, a public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved that:

(a) an event that constitutes a Credit Event has occurred with respect to such Reference Entity (or an Obligation thereof); and

(b) such event occurred on or after the Credit Event Backstop Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign, Tokyo time)) and on or prior to the Extension Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign, Tokyo time)).

A DC Credit Event Announcement will be deemed not to have occurred unless:

(i) the Credit Event Resolution Request Date with respect to such Credit Event occurred on or prior to the end of (in the case of Credit Notes or Certificates) the last day of the Notice Delivery Period or (in the case of Credit Warrants) the 14th calendar day after the Extension Date (including prior to the Trade Date, if specified in the Final Terms and if not, including prior to the Issue Date); and

(ii) the Trade Date occurs on or prior to (in the case of Credit Notes or Certificates) the Exercise Cut-off Date or (in the case of Credit Warrants) the Auction Final Price Determination Date, the Auction Cancellation Date or the date that is 21 calendar days following the No Auction Announcement Date, if any, as applicable.

"**DC No Credit Event Announcement**" means, with respect to a Reference Entity, a public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved, following a Credit Event Resolution Request Date, that the event that is the subject of the notice to ISDA resulting in the occurrence of such Credit Event Resolution Request Date does not constitute a Credit Event with respect to such Reference Entity (or an Obligation thereof).

"**DC Resolution**" has the meaning given to that term in the Rules.

"**DC Resolution Reversal Cut-off Date**" means the earliest to occur of the Auction Final Price Determination Date, a Valuation Date, a Delivery Date, Physical Settlement Date, the Credit Security Settlement Date or other redemption or settlement date of the Credit Securities or the date on which instructions are given by or on behalf of the Issuer for any such redemption or settlement or any date, as determined by the Calculation Agent acting in a commercially reasonable manner, of termination, settlement, replacement or re-establishment in whole or in part of any Hedge Transaction (or entry into a binding commitment in respect of any of the foregoing) by or on behalf of the Issuer and/or any of its Affiliates (following the occurrence of an Event Determination Date or in reliance on a prior DC Resolution), as applicable.

"**Default Requirement**" means the amount as may be specified as such in the Final Terms or, if a Transaction Type is specified, the amount specified as such in the Physical Settlement Matrix or its equivalent in the relevant Obligation Currency or, if a Default Requirement is not so specified in the Final Terms, U.S.$ 10,000,000, or its equivalent in the relevant Obligation Currency, in either case as of the occurrence of the relevant Credit Event.

"**Deliver**" means to deliver, novate, transfer (including, in the case of a Qualifying Guarantee, transfer of the benefit of the Qualifying Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Deliverable Obligations specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, to the Issuer or the Holders, as the case may be, free and clear of any and all liens, charges, claims or encumbrances (including, without limitation, any counterclaim, defence (other than a counterclaim or defence as set out in the definition of "Credit Event") or right of set-off by or of the Reference Entity or, as applicable, an Underlying Obligor) provided that to the extent that the Deliverable Obligations consist of Direct Loan Participations, "**Deliver**" means to create (or procure the creation of) a participation in favour of the Issuer or the Holders, as the case may be, and to the extent that the Deliverable Obligations consist of Qualifying Guarantees, "Deliver"

means to Deliver both the Qualifying Guarantee and the Underlying Obligation. "**Delivery**" and "**Delivered**" will be construed accordingly.

In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time. Notwithstanding the previous sentence, in the case of a Loan, the Issuer and each Holder agrees to comply, for the purposes of the settlement of the Credit Securities with the provisions of any documentation (which term shall be deemed to include any market advisory that the relevant Credit Derivatives Determinations Committee Resolves to approve for such purpose) that the relevant Credit Derivatives Determinations Committee Resolves constitutes documentation customarily used in the relevant market for Delivery of such Loan at that time, as such documentation may be amended to the extent the relevant Credit Derivatives Determinations Committee Resolves is appropriate, which is consistent with the delivery and payment obligations of the parties hereunder. The Issuer agrees, and each Holder is deemed to further agree, that compliance by the Issuer with the provisions of any such documentation shall be required for, and, without further action, constitute, Delivery for the purposes of this definition (to the extent that such documentation contains provisions describing how Delivery should be effected) and neither the Issuer nor any Holder shall be permitted to request that any party take nor shall the Issuer or any Holder be required to take, any action or make any payment in connection with such Delivery, as applicable, unless otherwise contemplated by such documentation.

"**Deliverable Obligation**" means, subject to Credit Security Conditions 8(a), (b) and (c):

(a) each obligation of a Reference Entity (either directly, or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable with respect thereto, as provider of any Qualifying Guarantee) described by the Deliverable Obligation Category, and, subject to Credit Security Condition 5, having each of the Deliverable Obligation Characteristics, if any, in each case, as of the Delivery Date (but excluding any Excluded Deliverable Obligation) that:

(i) is payable in an amount equal to its Outstanding Principal Balance or Due and Payable Amount, as applicable;

(ii) is not subject to any counterclaim, defence (other than as set out in the definition of "Credit Event") or right of set-off by or of a Reference Entity or any applicable Underlying Obligor; and

(iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the Delivery Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the Outstanding Principal Balance or Due and Payable Amount being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement;

(b) subject to the last paragraph of the definition of "Not Contingent", each Reference Obligation, unless specified in the Final Terms as an Excluded Deliverable Obligation;

(c) solely in relation to a Restructuring Credit Event applicable to a Sovereign Reference Entity, any Sovereign Restructured Deliverable Obligation (but excluding any Excluded Deliverable Obligation) that:

(i) is payable in an amount equal to its Outstanding Principal Balance or Due and Payable Amount, as applicable;

(ii) is not subject to any counterclaim, defence (other than as set out in the definition of "Credit Event") or right of set-off by or of a Reference Entity or any applicable Underlying Obligor; and

(iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, as at the Delivery Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the Outstanding Principal Balance or Due and Payable Amount being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement; and

(d) any other obligation of a Reference Entity specified as such in the Final Terms.

"**Deliverable Obligation Category**" means one of Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan as specified in relation to a Reference Entity. If any of Payment, Borrowed Money, Loan or Bond or Loan is specified as the Deliverable Obligation Category and more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified as Deliverable Obligation Characteristics, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics. No Deliverable Obligation Characteristics are applicable to Reference Obligations Only.

"**Deliverable Obligation Characteristics**" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.

"**Deliverable Obligation Provisions**" in relation to any Reference Entity, has the meaning set forth in the Credit Derivatives Auction Settlement Terms.

"**Deliverable Obligation Terms**" in relation to any Reference Entity, has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

"**Delivery Date**" means, with respect to a Deliverable Obligation, the date such Deliverable Obligation is Delivered.

"**Direct Loan Participation**" means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Holder that provides each Holder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Holder and either:

(a) the Issuer or the Guarantor (as applicable) (in either case, to the extent that the Issuer or the Guarantor (as applicable), is then a lender or member of the relevant lending syndicate), or

(b) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate).

"**Domestic Currency**" means the currency specified as such in relation to a Reference Entity and any successor currency. If no currency is so specified, the Domestic Currency shall be the lawful currency and any successor currency of:

(a) the relevant Reference Entity, if the Reference Entity is a Sovereign; or

(b) the jurisdiction in which the relevant Reference Entity is organised, if the Reference Entity is not a Sovereign.

In no event shall Domestic Currency include any successor currency if such successor currency is the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro (or any successor currency to any such currency).

"**Downstream Affiliate**" means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

"**Due and Payable Amount**" means the amount that is due and payable under (and in accordance with the terms of) a Deliverable Obligation on the Delivery Date, whether by reason of acceleration, maturity, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts).

"**Eligible Transferee**" means each of the following:

(a) each of:

(i) any bank or other financial institution;

(ii) an insurance or reinsurance company;

(iii) a mutual fund, unit trust or similar collective investment vehicle (other than an entity specified in sub-paragraph (c)(i) above); and

(iv) a registered or licensed broker or dealer (other than a natural person or proprietorship),

provided, however, in each case that such entity has total assets of at least U.S.$ 500 million;

(b) an Affiliate of an entity specified in (a) above;

(c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:

(i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that:

(A) has total assets of at least U.S.$ 100 million; or

(B) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least U.S.$ 100 million; or

(ii) that has total assets of at least U.S.$ 500 million; or

(iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in paragraphs (a), (b), (c)(ii) or (d) hereof; and

(d) a Sovereign, Sovereign Agency or Supranational Organisation,

and where references in this definition to U.S.$ include equivalent amounts in other currencies.

"**Enabling Obligation**" means, in respect of a Reference Entity, an outstanding Deliverable Obligation that:

(a) is a Fully Transferable Obligation or a Conditionally Transferable Obligation, as applicable; and

(b) a final maturity date occurring on or prior to the Relevant Date and following the Limitation Date immediately preceding the Relevant Date (or, in circumstances where the Relevant Date occurs prior to the 2.5-year Limitation Date, following the final maturity date of the Latest Maturity Restructured Bond or Loan, if any).

"**Equity Securities**" means:

(a) in the case of a Convertible Obligation, equity securities (including options and warrants) of the issuer of such obligation or depositary receipts representing equity securities of the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time; and

(b) in the case of an Exchangeable Obligation, equity securities (including options and warrants) of a person other than the issuer of such obligation or depositary receipts representing those equity securities of a person other than the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time.

"**Escrow**" means, if Escrow is specified in relation to a Reference Entity as applicable, either the Issuer or any Holder may require that physical settlement take place through the use of an Escrow Agent (in the case of any such request by a Holder, solely in relation to the Securities held by such Holder). Any costs or expenses incurred in connection with establishing such escrow arrangement shall be borne by the relevant Holder.

"**Escrow Agent**" means an independent third party financial institution specified by the Issuer prior to the Physical Settlement Date, subject to the terms of the escrow arrangement.

"**Event Determination Date**" means, in respect of any Credit Event:

(a) subject to sub-paragraph (b) above, if neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred, the first date on which both the Credit Event Notice and, if Notice of Publicly Available Information is specified as a Condition to Settlement, the Notice of Publicly Available Information are delivered by the Calculation Agent to the Issuer and are effective during:

(i) the Notice Delivery Period; or

(ii) the period from, and including, the day on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in sub-paragraphs (a) and (b) of the definition of "Credit Event Resolution Request Date" to and including, the date that is 15 Business Days (or, in the case of Credit Warrants, 14 calendar days) thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date, if specified in the Final Terms and if not, including prior to the Issue Date); or

(b) save in respect of Credit Warrants and a Restructuring Credit Event and notwithstanding sub-paragraph (a) above, if a DC Credit Event Announcement has occurred, the Credit Event Resolution Request Date, provided that:

(i) no Physical Settlement Date or Cash Settlement Date (as applicable) has occurred on or prior to the date on which the DC Credit Event Announcement occurs;

(ii) if any Valuation Date or Delivery Date, as applicable, has occurred as of the date on which the DC Credit Event Announcement occurs, an Event Determination Date shall be deemed to

have occurred only with respect to the portion of the Reference Entity Notional Amount, if any, with respect to which no Valuation Date or Delivery Date, as applicable, has occurred;

(iii) no Credit Event Notice specifying a Restructuring as the only Credit Event has previously been delivered by the Calculation Agent to the Issuer:

(i) unless the Restructuring stated in such Credit Event Notice is also the subject of the notice to ISDA resulting in the occurrence of the Credit Event Resolution Request Date; or

(ii) unless, and to the extent that, the Exercise Amount specified in any such Credit Event Notice was less than the then outstanding Reference Entity Notional Amount; and

(iv) if the Credit Event that is the subject of the DC Credit Event Announcement is a Restructuring, the Calculation Agent has delivered a Credit Event Notice to the Issuer on or prior to the Exercise Cut-off Date.

No Event Determination Date will occur, and any Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, a DC No Credit Event Announcement occurs with respect to the event that, but for such DC No Credit Event Announcement, would have constituted a Credit Event prior to the DC Resolution Reversal Cut-off Date.

In respect of Credit Warrants and a Restructuring Credit Event, the Calculation Agent will deliver a Credit Event Notice as soon as reasonably practicable after a DC Credit Event Announcement only if it determines that an Auction has been held or will be held in respect of Deliverable Obligations which are eligible as Valuation Obligations under the terms of the Credit Warrants. An Event Determination Date will occur in such case on the date on which such Credit Event Notice is delivered by the Calculation Agent to the Issuer, and a Notice of Publicly Available Information shall not be required.

"**Excess Amount**" means any amount paid to the Holders but which was not due on the Credit Securities, as a result of the occurrence of a DC Credit Event Announcement or a Credit Event Resolution Request Date on or around the date on which the amount in question would otherwise have been required to be paid.

"**Exchangeable Obligation**" means any obligation that is exchangeable, in whole or in part, for Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

"**Excluded Deliverable Obligation**" means any obligation of a Reference Entity specified as such or of a type described as such in relation thereto.

"**Excluded Obligation**" means any obligation of a Reference Entity specified as such or of a type described as such in relation thereto.

"**Exercise Amount**" has the meaning given to it in Credit Security Condition 8(a)(i).

"**Exercise Cut-off Date**" means the date that is the later of:

(a) 65 Business Days following the Final List Publication Date;

(b) 15 Credit Security Business Days following the Auction Final Price Determination Date, if any;

(c) 15 Credit Security Business Days following the Auction Cancellation Date, if any; or

(d) the date that is 15 Credit Security Business Days following the No Auction Announcement Date, if any.

"**Expiration Date**" means the date specified as such in the applicable Final Terms which shall not be subject to adjustment in accordance with any Business Day Convention unless otherwise specified in the applicable Final Terms.

"**Extended Physical Settlement Date**" means:

(a) in the case of a Capped Reference Entity, the 60th Credit Security Business Day following the Physical Settlement Date, provided that if, under the terms of a Hedge Transaction, the Original Bonds and Original Loans, may not be received by the Issuer and/or any of its Affiliates on or before the Extended Physical Settlement Date but the Issuer and/or any of its Affiliates may, in accordance with the terms of the Hedge Transaction, receive or otherwise obtain such Original Bonds or such Original Loans or other Bonds or Loans in lieu thereof on or before the date falling three Credit Security Business Days (in a case where Original Bonds may be received or otherwise obtained after the Extended Physical Settlement Date) or ten Credit Security Business Days (in a case where Original Loans or other Loans or Bonds in lieu thereof may be received or otherwise obtained after the Extended Physical Settlement Date) after the Extended Physical Settlement Date, such date may be further extended to a date falling up to three Credit Security Business Days or ten Credit Security Business Days, respectively, after the original Extended Physical Settlement Date, or to such earlier date as the Calculation Agent may select; and

(b) in the case of a Non-Capped Reference Entity, such date as the Calculation Agent may select, provided that such date falls no later than the 120th Credit Security Business Day following the Physical Settlement Date or, in the absence of such selection, such 120th Credit Security Business Day.

"**Extension Date**" means the latest of:

(a) (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date;

(b) the Grace Period Extension Date if:

(i) Failure to Pay is an applicable Credit Event in relation to any Reference Entity;

(ii) Grace Period Extension is specified as applicable in relation to such Reference Entity; and

(iii) an Extension Notice is delivered under sub-paragraph (b) of the definition thereof;

(c) the Repudiation/Moratorium Evaluation Date if:

(i) Repudiation/Moratorium is an applicable Credit Event in relation to any Reference Entity; and

(ii) an Extension Notice is delivered under sub-paragraph (c) of the definition thereof.

"**Extension Notice**" means a notice delivered by the Calculation Agent to the Issuer giving notice of the following in relation to a Reference Entity:

(a) without prejudice to sub-paragraphs (b), (c) or (d) above, that a Credit Event has occurred or may occur on or prior to (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date; or

(b) that a Potential Failure to Pay has occurred or may occur on or prior to (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)); or

(c) that a Potential Repudiation/Moratorium has occurred or may occur on or prior to (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)); or

(d) that a Credit Event Resolution Request Date has occurred or may occur on or prior to the last day of the Notice Delivery Period.

"**Failure to Pay**" means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure.

"**Fallback Settlement Event**" means:

(a) an Auction Cancellation Date occurs;

(b) a No Auction Announcement Date occurs (and in circumstances where the No Auction Announcement Date occurs pursuant to sub-paragraph (b) of the definition thereof, the Issuer has not delivered an Auction Settlement Amount Notice specifying an applicable Parallel Auction Settlement Terms on or prior to the date that is 65 Business Days following the Final List Publication Date or such earlier date as the Issuer may designate by notice to the Calculation Agent and the Holders in accordance with W&C Security Condition 10 or Note Condition 16 as applicable);

(c) ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved, following a Credit Event Resolution Request Date, not to determine whether or not an event constitutes a Credit Event for the purposes of credit derivatives transactions for such Reference Entity in the over-the-counter market (including any Hedge Transaction);

(d) ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that the relevant event that has occurred constitutes a Restructuring for the purposes of credit derivatives transactions for such Reference Entity in the over-the-counter market (including any Hedge Transaction) and that no Auction will be held with respect to such Reference Entity and Restructuring Credit Event; or

(e) an Event Determination Date has occurred pursuant to sub-paragraph (a) of the definition of "Event Determination Date", and no Credit Event Request Resolution Date has occurred within two Business Days of such Event Determination Date.

"**Fallback Settlement Method**" means Cash Settlement or Physical Settlement, as specified in the Final Terms.

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

"**Final List Publication Date**" means, in respect of a Credit Event, the date on which the last Final List in respect of such Credit Event is published by ISDA.

"**Final Price**" means the price of the Reference Obligation or, as applicable, any Valuation Obligation, Deliverable Obligation or Undeliverable Obligation, expressed as a percentage determined in accordance with (in the case of Credit Notes or Certificates) the highest Quotation or (in the case of Credit Warrants) the lowest Quotation obtained by the Calculation Agent (or otherwise in accordance with the definition of "Quotation") with respect to the Relevant Valuation Date.

If "Zero Recovery" is specified as applicable in the Final Terms, the Final Price shall be zero.

"**First Ranking Interest**" means an Interest which is expressed as being "first ranking", "first priority", or similar ("**First Ranking**") in the document creating such Interest (notwithstanding that such Interest may not be First Ranking under any insolvency laws of any relevant insolvency jurisdiction of the LPN Issuer).

"**Full Quotation**" means, in accordance with (in the case of Credit Notes or Certificates) the bid quotations or (in the case of Credit Warrants) the offer quotations provided by the Credit Security Dealers, each firm quotation (expressed as a percentage of the Outstanding Principal Balance) obtained from a Credit Security Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Reference Obligation, Deliverable Obligation or, as the case may be, Undeliverable Obligations with an Outstanding Principal Balance equal to the Quotation Amount.

"**Fully Transferable Obligation**" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation other than Bonds. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Fully Transferable Obligation". For purposes of determining whether a Deliverable Obligation satisfies the requirements of this definition of "Fully Transferable Obligation", such determination shall be made as of the Delivery Date for the relevant Deliverable Obligation, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the Issuer or the Guarantor (as applicable).

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

"**Grace Period**" means:

(a) subject to sub-paragraphs (b) and (c), the applicable grace period with respect to payments under the relevant Obligation under the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;

(b) if Grace Period Extension is applicable in relation to the relevant Reference Entity, a Potential Failure to Pay has occurred on or prior to (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)) and the applicable grace period cannot, by its terms, expire on or prior to (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo

time)), the Grace Period shall be deemed to be the lesser of such grace period and the period specified as such in the applicable Final Terms or, if no period is specified, thirty calendar days; and

(c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless Grace Period Extension is specified in relation to the relevant Reference Entity in the Final Terms, such deemed Grace Period shall expire no later than (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date.

"**Grace Period Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified, in the jurisdiction of the Obligation Currency.

"**Grace Period Extension Date**" means, if:

(a) Grace Period Extension is specified as applicable in relation to a Reference Entity in the Final Terms as applicable, pursuant to the relevant Transaction Type; and

(b) a Potential Failure to Pay occurs on or prior to (in the case of Credit Notes) the Maturity Date, in the case of Credit Certificates) the Redemption Date or (in the case of Credit Warrants) the Expiration Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)),

the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay.

"**Hedge Disruption Event**" means the Issuer and/or any of its Affiliates has not received the relevant Deliverable Obligations and/or cash under the terms of a Hedge Transaction.

"**Hedge Transaction**" means any transaction or trading position entered into or held by the Issuer and/or any of its Affiliates to hedge, directly or indirectly, the Issuer's obligations or positions (whether in whole or in part) in respect of the Credit Securities.

"**Hedging Disruption**" means that the Issuer, the Guarantor, if applicable, and/or any of their respective Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge its exposure with respect to the Credit Securities, 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 Credit Securities.

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

"**Indicative Quotation**" shall mean each bid quotation obtained from a Credit Security Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation equal to the Quotation Amount, which reflects such Credit Security Dealer's reasonable assessment of the price of such Undeliverable Obligation based on such factors as such Credit Security Dealer may consider relevant, which may include historical prices and recovery rates.

"**Interest**" means, for the purposes of the definition of "First Ranking Interest", a charge, security interest or other type of interest having similar effect.

"**ISDA**" means the International Swaps and Derivatives Association, Inc. (or any successor thereto).

"**July 2009 Supplement**" means the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions, as published by ISDA on 14 July 2009.

"**Latest Maturity Restructured Bond or Loan**" means, in respect of a Reference Entity and a Credit Event that is a Restructuring, the Restructured Bond or Loan with the latest final maturity date.

"**Latest Permissible Physical Settlement Date**" means, in respect of partial cash settlement due to a Potential Cash Settlement Event, 30 calendar days following the Physical Settlement Date and, in respect of Partial Cash Settlement (as specified in the Final Terms) in respect of a Deliverable Obligation comprised of Loans, the date that is 15 Credit Security Business Days after the Physical Settlement Date.

"**Legacy Reference Entity**" has the meaning given to such term in Credit Security Condition 6(c)(ii) above.

"**Limitation Date**" means, in respect of a Credit Event that is a Restructuring, the first of March 20, June 20, September 20 or December 20 in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the "**2.5-year Limitation Date**"), 5 years (the "**5-year Limitation Date**"), 7.5 years, 10 years, 12.5 years, 15 years or 20 years (the "**20-year Limitation Date**"), as applicable. Limitation Dates shall not be subject to adjustment.

"**Linear Basket Credit Certificate**" means Credit Certificates where the Issuer purchases credit protection from the Holders in respect of a basket of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

"**Linear Basket Credit Notes**" means Credit Notes where the Issuer purchases credit protection from the Holders in respect of a basket of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

"**Linear Basket Credit Securities**" means Linear Basket Credit Certificates, Linear Basket Credit Notes and/or Linear Basket Credit Warrants, as the case may be.

"**Linear Basket Credit Warrant**" means Credit Warrants where the Issuer sells credit protection to the Holders in respect of a basket of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

"**Listed**" means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange and, if specified as applicable to an Obligation Category, the Listed Obligation Characteristic shall be applicable only in respect of obligations within that Obligation Category that are Bonds or, if specified as applicable to a Deliverable Obligation Category, the Listed Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Bonds.

"**Loan**" means any obligation of a type included in the Borrowed Money Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money.

"**London Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

"**LPN**" means any bond issued in the form of a loan participation note.

"**LPN Issuer**" means the entity which issued the relevant LPN.

"**LPN Reference Obligation**" means each Reference Obligation other than any Additional Obligation which is issued for the sole purpose of providing funds to the LPN Issuer to finance an Underlying Loan. For the avoidance of doubt, any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation from constituting a Reference Obligation.

"**Maturity Date**" means the date specified as such in the applicable Final Terms which shall not be subject to adjustment in accordance with any Business Day Convention unless otherwise specified in the applicable Final Terms.

"**Maximum Maturity**" means an obligation that has a remaining maturity from the Physical Settlement Date of not greater than:

(a) the period specified in relation to a Reference Entity; or

(b) if no such period is so specified, 30 years.

"**Merger Event**" means that at any time during the period from (and including) the Trade Date to (but excluding) (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date, the Issuer, the Guarantor (if applicable) or a Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, a Reference Entity, the Issuer or the Guarantor as applicable, or (if applicable) the Guarantor and a Reference Entity or the Issuer and a Reference Entity become affiliates.

"**Merger Event Redemption Date**" means the date specified as such in the applicable Final Terms.

"**Minimum Quotation Amount**" means the amount specified as such in the applicable Final Terms (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of:

(a) U.S.$ 1,000,000 (or its equivalent in the relevant Obligation Currency); and

(b) the Quotation Amount.

"**Modified Eligible Transferee**" means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

"**Modified Restructuring Maturity Limitation Date**" means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Relevant Date, provided that, in circumstances where the Relevant Date is later than the 2.5-year Limitation Date, at least one Enabling Obligation exists. With respect to a Reference Entity for which Restructuring is an applicable Credit Event and for which "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the Final Terms or is applicable in respect of the applicable Transaction Type and for which the

Relevant Date is later than the 2.5-year Limitation Date and prior to the 5-year Limitation Date, a Restructured Bond or Loan will not constitute an Enabling Obligation. Notwithstanding the foregoing, if the Relevant Date is either:

(a) on or prior to the 2.5-year Limitation Date; or

(b) later than the 2.5-year Limitation Date and on or prior to the 5-year Limitation Date and no Enabling Obligation exists, the Modified Restructuring Maturity Limitation Date will be the 5-year Limitation Date in the case of a Restructured Bond or Loan only.

Subject to the foregoing, in the event that the Relevant Date is later than:

(i) the 2.5-year Limitation Date and no Enabling Obligation exists; or

(ii) the 20-year Limitation Date,

the Modified Restructuring Maturity Limitation Date will be the Relevant Date.

"**Multiple Holder Obligation**" means an Obligation that:

(a) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other; and

(b) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event,

provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in (b) above.

"**N**" or "**Nth**" means, where the relevant Final Terms specify that "Nth-to-Default Credit Security" is applicable, such number as may be specified in such Final Terms.

"**Next Currency Fixing Time**" means 4:00 p.m. (London time) on the London Business Day immediately following the date on which the Notice of Physical Settlement or relevant NOPs Amendment Notice, as applicable, is effective or, as applicable, the date of selection of Valuation Obligations.

"**No Auction Announcement Date**" means, with respect to any Reference Entity, the date on which ISDA announces that:

(a) no Transaction Auction Settlement Terms and, if applicable, Parallel Auction Settlement Terms will be published with respect to credit derivative transactions in the over-the-counter market and the relevant Credit Event and Reference Entity;

(b) following the occurrence of a Credit Event which is a Restructuring in respect of such Reference Entity for which either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the Final Terms or is applicable in respect of the applicable Transaction Type, no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or

(c) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held with respect to such Reference Entity and Credit Event for which any Hedge Transaction is an Auction Covered Transaction following a prior public announcement by ISDA to the contrary.

"**Non-Capped Reference Entity**" means a Reference Entity which is not a Capped Reference Entity.

"**NOPS Amendment Notice**" means a notice from the Issuer to the Calculation Agent notifying it, that the Issuer is replacing, in whole or in part, one or more Deliverable Obligations specified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, (to the extent the relevant Deliverable Obligation has not been Delivered as of the date such NOPS Amendment Notice is effective) or the detailed description(s) thereof.

"**Not Bearer**" means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream, Luxembourg or any other internationally recognised clearing system and, if specified as applicable to a Deliverable Obligation Category, the Not Bearer Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Bonds.

"**Not Contingent**" means any obligation having as of the Delivery Date and all times thereafter an Outstanding Principal Balance or, in the case of obligations that are not Borrowed Money, a Due and Payable Amount, that pursuant to the terms of such obligation may not be reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). A Convertible Obligation, an Exchangeable Obligation and an Accreting Obligation shall constitute Deliverable Obligations that are Not Contingent if such Convertible Obligation, Exchangeable Obligation or Accreting Obligation otherwise meets the requirements of the preceding sentence so long as, in the case of a Convertible Obligation or an Exchangeable Obligation, the right:

(a) to convert or exchange such obligation; or

(b) to require the issuer to purchase or redeem such obligation (if the issuer has exercised or may exercise the right to pay the purchase or redemption price, in whole or in part, in Equity Securities),

has not been exercised (or such exercise has been effectively rescinded) on or before the Delivery Date.

If a Reference Obligation is a Convertible Obligation or an Exchangeable Obligation, then such Reference Obligation may be included as a Deliverable Obligation only if the rights referred to in (a) and (b) above have not been exercised (or such exercise has been effectively rescinded) on or before the Delivery Date.

"**Not Domestic Currency**" means any obligation that is payable in any currency other than the Domestic Currency.

"**Not Domestic Issuance**" means any obligation other than an obligation that was, at the time the relevant obligation was issued (or reissued, as the case may be) or incurred, intended to be offered for sale primarily in the domestic market of the relevant Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the relevant Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the relevant Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity.

"**Not Domestic Law**" means any obligation that is not governed by the laws of:

(a) the relevant Reference Entity, if such Reference Entity is a Sovereign; or

(b) the jurisdiction of organisation of the relevant Reference Entity, if such Reference Entity is not a Sovereign.

"**Not Sovereign Lender**" means any obligation that is not primarily owed to a Sovereign or Supranational Organisation, including, without limitation, obligations generally referred to as "Paris Club debt".

"**Not Subordinated**" means an obligation that is not Subordinated to:

(a) the most senior Reference Obligation in priority of payment; or

(b) if no Reference Obligation is specified in the Final Terms, any unsubordinated Borrowed Money obligation of the Reference Entity,

provided that, if any of the events set forth under sub-paragraph (a) of the definition of "Substitute Reference Obligation" have occurred with respect to all of the Reference Obligations or if the last paragraph of the definition of "Successor" applies with respect to the Reference Obligation (each, in each case, a "**Prior Reference Obligation**") and no Substitute Reference Obligation has been identified for any of the Prior Reference Obligations at the time of the determination of whether an obligation satisfies the "Not Subordinated" Obligation Characteristic or Deliverable Obligation Characteristic, as applicable, "Not Subordinated" shall mean an obligation that would not have been Subordinated to the most senior such Prior Reference Obligation in priority of payment.

For purposes of determining whether an obligation satisfies the "Not Subordinated" Obligation Characteristic or Deliverable Obligation Characteristic, the ranking in priority of payment of each Reference Obligation or each Prior Reference Obligation, as applicable, shall be determined as of the date as of which the relevant Reference Obligation or Prior Reference Obligation, as applicable, was issued or incurred, and shall not reflect any change to such ranking in priority of payment after such date.

"**Notice Delivery Period**" means the period from and including the Trade Date to and including the date 15 Credit Security Business Days (or such other number of days as may be specified in the Final Terms) after the Extension Date (or, if the relevant Credit Event is a Restructuring and either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified (or deemed specified) in the Final Terms, the later of:

(a) such date; and

(b) the date that is 65 Business Days following the Final List Publication Date).

"**Notice of Physical Settlement**" means a notice delivered by the Calculation Agent on behalf of the Issuer (with a copy to the Issuer), to the Holders on or prior to the later of:

(a) 65 Credit Security Business Days following the Final List Publication Date;

(b) subject to sub-paragraph (c) above, 25 Credit Security Business Days after the last to occur of the Auction Cancellation Date, the No Auction Announcement Date, the last Parallel Auction Cancellation Date and the last Parallel Auction Final Price Determination Date (in each case if any and if applicable); and

(c) in circumstances where the No Auction Announcement Date occurs pursuant to sub-paragraph (b) of the definition thereof, the Issuer has not delivered an Auction Settlement Amount Notice specifying an applicable Parallel Auction Settlement Terms to the Calculation Agent by the Restructuring Exercise Date, 5 Credit Security Business Days following such Restructuring Exercise Date,

that:

(i) irrevocably confirms that the Issuer will redeem the Credit Securities by Physical Settlement in accordance with Credit Security Condition 4;

(ii) contains a detailed description of the Deliverable Obligations that the Issuer will Deliver (or procure Delivery of) to the Holders, including the Outstanding Amount; and

(iii) where the relevant Credit Event is a Restructuring and either "Restructuring Maturity Limitation Date and Fully Transferable Obligation Applicable" and "Modified Restructuring Maturity Limitation Date and Conditionally Transferable Obligation Applicable" is specified (or deemed specified) in the Final Terms or is applicable in respect of the applicable Transaction Type and the Redemption Date or Maturity Date of the Credit Securities is later than:

(A) the final maturity date of the Latest Maturity Restructured Bond or Loan, if any; or

(B) the 2.5 year Limitation Date,

contains a detailed description of at least one Enabling Obligation (if any such Enabling Obligation exists).

The Notice of Physical Settlement shall specify Deliverable Obligations having an Outstanding Amount (or the equivalent specified Currency Amount converted at the Currency Rate) on the Settlement Valuation Date equal to the Reference Entity Notional Amount (or, as applicable, Exercise Amount), subject to any Physical Settlement Adjustment.

The Issuer may, from time to time, deliver to the Calculation Agent in the manner specified above a NOPS Amendment Notice. A NOPS Amendment Notice shall contain a revised detailed description of each Replacement Deliverable Obligation and shall also specify the Replaced Deliverable Obligation Outstanding Amount. The Outstanding Amount of each Replacement Deliverable Obligation identified in a NOPS Amendment Notice shall be determined by applying the Revised Currency Rate to the relevant Replaced Deliverable Obligation Outstanding Amount. Each such NOPS Amendment Notice must be effective on or prior to the Physical Settlement Date (determined without reference to any change resulting from such NOPS Amendment Notice). Notwithstanding the foregoing, the Issuer may correct any errors or inconsistencies in the detailed description of each Deliverable Obligation contained in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, by notice to the Calculation Agent (given in the manner specified above) prior to the relevant Delivery Date, it being understood that such notice of correction shall not constitute a NOPS Amendment Notice.

"**Notice of Publicly Available Information**" means an irrevocable notice from the Calculation Agent (which may be by telephone) to the Issuer that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice. In relation to a Repudiation/Moratorium Credit Event, the Notice of Publicly Available Information must cite Publicly Available Information confirming the occurrence of both sub-paragraphs (a) and (b) of the definition of "Repudiation/Moratorium". The notice must contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified as applicable in the Final Terms and a Credit Event Notice contains Publicly Available Information, such Credit Event Notice will also be deemed to be a Notice of Publicly Available Information.

"**Notional Credit Derivative Transaction**" means, with respect to any Credit Security and a Reference Entity, a hypothetical market standard credit default swap transaction entered into by the Issuer, as Buyer (as defined in the Credit Derivatives Definitions), incorporating the terms of the Credit Derivatives Definitions and under the terms of which:

(a) the "Trade Date" is the Trade Date, if specified in the Final Terms and if not, the Issue Date;

(b) the "Scheduled Termination Date" is (in the case of Credit Notes) the Maturity Date, (in the case of Credit Certificates) the Redemption Date or (in the case of Credit Warrants) the Expiration Date;

(c) the "Reference Entit(y)(ies)" thereunder is (are) such Reference Entit(y)(ies);

(d) the applicable "Transaction Type", if any, is the Transaction Type for the purposes of such Credit Security; and

(e) the remaining terms as to credit linkage are consistent with the terms of such Credit Security as it relates to such Reference Entity.

"**Nth-to-Default Credit Certificate**" means any First-to-Default Credit Certificate or any other nth-to-default Credit Certificates where the Issuer purchases credit protection from the Holders in respect of two or more Reference Entities, as specified in the Final Terms.

"**Nth-to-Default Credit Note**" means any First-to-Default Credit Note or any other nth-to-default Credit Notes where the Issuer purchases credit protection from the Holders in respect of two or more Reference Entities, as specified in the Final Terms.

"**Nth-to-Default Credit Warrant**" means any First-to-Default Credit Warrant or any other nth-to-default Credit Warrants where the Issuer sells credit protection to the Holders in respect of two or more Reference Entities, as specified in the Final Terms.

"**Obligation**" means:

(a) each obligation of a Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified in relation to a Reference Entity, as provider of any Qualifying Guarantee) described by the Obligation Category specified in the Final Terms, and having each of the Obligation Characteristics specified in the Final Terms (but excluding any Excluded Obligation), in each case, as of the date of the event which constitutes the Credit Event which is the subject of the Credit Event Notice or a notice to ISDA which results in the occurrence of the Credit Event Resolution Request Date, as applicable, but excluding any Excluded Obligation;

(b) each Reference Obligation specified in the applicable Final Terms, unless specified as an Excluded Obligation; and

(c) any other obligation of a Reference Entity specified as such in the Final Terms.

"**Obligation Acceleration**" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

"**Obligation Category**" means Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in relation to a Reference Entity.

"**Obligation Characteristic**" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance as specified in relation to a Reference Entity.

"**Obligation Currency**" means the currency or currencies in which an Obligation is denominated.

"**Obligation Default**" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (howsoever described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

"**Officer's Certification**" means a certificate signed by a director (or other substantively equivalent title) of the Issuer which shall certify the occurrence of a Credit Event with respect to a Reference Entity.

"**Original Bonds**" means any Bonds comprising part of the relevant Deliverable Obligations.

"**Original Loans**" means any Loans comprising part of the relevant Deliverable Obligations.

"**Outstanding Amount**" means the Outstanding Principal Balance or Due and Payable Amount, as applicable.

"**Outstanding Principal Balance**" means:

(a) with respect to any Accreting Obligation, the Accreted Amount thereof;

(b) with respect to any Exchangeable Obligation that is not an Accreting Obligation, the outstanding principal balance of such obligation excluding any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities into which such obligation is exchangeable; and

(c) with respect to any other Obligation, the outstanding principal balance of such Obligation.

"**Parallel Auction**" means "Auction" as defined in any relevant Parallel Auction Settlement Terms.

"**Parallel Auction Cancellation Date**" means "Auction Cancellation Date" as defined in any relevant Parallel Auction Settlement Terms.

"**Parallel Auction Final Price Determination Date**" means the "Auction Final Price Determination Date" as defined in any relevant Parallel Auction Settlement Terms.

"**Parallel Auction Settlement Terms**" means, in respect of a Credit Event with respect to a Reference Entity, following the occurrence of a Restructuring for which either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified (or deemed to be specified) in the Final Terms and Credit Securities, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such Restructuring in accordance with the Rules, and for which the Deliverable Obligation Terms are the same as the Deliverable Obligation Provisions which would be applicable to the Notional Credit Derivative Transaction and for which the Notional Credit Derivative Transaction would not be an Auction Covered Transaction.

"**Partial Cash Settlement Amount**" means where the applicable Settlement Method is Physical Settlement, an amount determined by the Calculation Agent equal to the aggregate, for each Undeliverable Obligation, of:

(a) the Final Price of such Undeliverable Obligations multiplied by;

(b) the relevant Outstanding Principal Balance, Due and Payable Amount or Currency Amount, as applicable, of such Undeliverable Obligation specified in the relevant Notice of Physical Settlement.

"**Partial Cash Settlement Date**" means the date falling three Credit Security Business Days (unless otherwise specified in relation to a Reference Entity) after the calculation of the Final Price.

"**Payment**" means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money.

"**Payment Requirement**" means the amount specified as such the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Payment Requirement is not so specified in the applicable Final Terms, U.S.$ 1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

"**Permissible Deliverable Obligations**" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included on the Final List pursuant to the Deliverable Obligation Terms that are applicable to that Auction.

"**Permitted Currency**" means:

(a) the legal tender of any Group of seven country (or any country that becomes a member of the Group of seven if such Group of seven expands its membership); or

(b) the legal tender of any country which, as of the date of such change, is a member of the Organisation for Economic Co-operation and Development and has a local currency long term debt rating of either "AAA" or higher assigned to it by S&P, "Aaa" or higher assigned to it by Moody's or "AAA" or higher assigned to it by Fitch Ratings.

"**Physical Settlement Adjustment**" means a reduction to the Outstanding Amount of Deliverable Obligations specified in a Notice of Physical Settlement, by an amount of Deliverable Obligations having a liquidation value equal to the Unwind Costs (only if positive) rounded upwards to the nearest whole denomination of a Deliverable Obligation, such amount to be determined by the Calculation Agent. For the avoidance of doubt, if the applicable Final Terms specify that Unwind Costs are not applicable, the Physical Settlement Adjustment shall be zero.

"**Physical Settlement Adjustment Rounding Amount**" means an amount (if any) equal to the difference between the absolute value of the Physical Settlement Adjustment and the liquidation value of such whole number of Deliverable Obligations as are not required to be Delivered by the Issuer by way of compensation for any Unwind Costs.

"**Physical Settlement Date**" means the last day of the longest Physical Settlement Period following the satisfaction of all applicable Conditions to Settlement as specified in relation to a Reference Entity as the Calculation Agent may designate, provided that if the Final Price has not been determined by the Credit Security Business Day immediately preceding the Physical Settlement Date, the Physical Settlement Date shall be the first Credit Security Business Day after the Final Price is determined.

"**Physical Settlement Matrix**" means the Credit Derivatives Physical Settlement Matrix Supplement to the Credit Derivatives Definitions, as most recently amended or supplemented as at the Trade Date (unless otherwise specified in relation to a Reference Entity) and as published by ISDA, currently at http://www.isda.org, provided that any reference therein to:

(a) "Confirmation" shall be deemed to be a reference to the applicable Final Terms;

(b) "Floating Rate Payer Calculation Amount" shall be deemed to be a reference to the Specified Currency;

(c) "Section 3.3 of the Definitions" shall be deemed to be a reference to "Credit Event Notice" as defined in this Annex 12;

(d) "Section 3.9" shall be deemed to be a reference to Credit Security Condition 8(a); and

(e) "Section 8.6" shall be deemed to be a reference to "Physical Settlement Period" as defined in this Annex 12.

"**Physical Settlement Period**" means, subject to Credit Security Condition 2(e), the number of Credit Security Business Days specified as such in relation to a Reference Entity or, if a number of Credit Security Business Days is not so specified, then, with respect to a Deliverable Obligation specified in the Notice of Physical Settlement, the longest number of Credit Security Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent.

"**Potential Cash Settlement Event**" means an event beyond the control of the Issuer (including, without limitation, failure of the relevant clearance system; or the failure to obtain any requisite consent with respect to the Delivery of Loans or the non-receipt of any such requisite consents or any relevant participation (in the case of Direct Loan Participation) is not effected; or due to any law, regulation or court order, but excluding markets conditions or any contractual, statutory and/or regulatory restriction relating to the relevant Deliverable Obligation, or due to the failure of the Holder to give the Issuer details of accounts for settlement; or a failure of the Holder to open or procure the opening of such accounts or if the Holders are unable to accept Delivery of the portfolio of Deliverable Obligations for any other reason).

"**Potential Failure to Pay**" means the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations, in accordance with the terms of such Obligations at the time of such failure.

"**Potential Repudiation/Moratorium**" means the occurrence of an event described in sub-paragraph (a) of the definition of "Repudiation/Moratorium".

"**Public Source**" means each source of Publicly Available Information specified as such in the applicable Final Terms (or, if a source is not so specified in the Final Terms, each of Bloomberg Service, Dow Jones Telerate Service, Reuter Monitor Money Rates Services, Dow Jones News Wire, Wall Street Journal, New York Times, Nihon Keizai Shinbun, Asahi Shinbun, Yomiuri Shinbun, Financial Times, La Tribune, Les Echos and The Australian Financial Review (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

"**Publicly Available Information**" means:

(a) information that reasonably confirms any of the facts relevant to the determination that the Credit Event or a Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice has occurred and which:

(i) has been published in or on not less than two Public Sources, regardless of whether the reader or user thereof pays a fee to obtain such information provided that, if either the Calculation Agent or the Issuer, the Guarantor (if applicable) or any of their respective Affiliates is cited as the sole source of such information, then such information shall not be deemed to be Publicly Available Information unless either the Calculation Agent or the Issuer, the Guarantor (if applicable) or any of their Affiliates is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent or paying agent, facility agent or agent bank for an Obligation;

(ii) is information received from or published by (A) a Reference Entity (or a Sovereign Agency in respect of a Reference Entity which is a Sovereign or (B) a trustee, fiscal agent, administrative agent, clearing agent or paying agent, facility agent or agent bank for an Obligation; or

(iii) is information contained in any petition or filing instituting a proceeding described in sub-paragraph (d) of the definition of "Bankruptcy" against or by a Reference Entity; or

(iv) is information contained in any order, decree, notice or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body.

(b) In the event that the Calculation Agent is:

(i) the sole source of information in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; and

(ii) a holder of the Obligation with respect to which a Credit Event has occurred, the Calculation Agent shall be required to deliver to the Issuer an Officer's Certification.

(c) In relation to any information of any type described in sub-paragraphs (a)(ii), (iii) and (iv) above, the Calculation Agent may assume that such information has been disclosed to it without violating any law, agreement or understanding regarding the confidentiality of such information and that the party disclosing such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to third parties.

(d) Publicly Available Information need not state:

(i) in relation to the definition of "Downstream Affiliate", the percentage of Voting Shares owned, directly or indirectly, by the Reference Entity; and

(ii) that such occurrence:

(i) has met the Payment Requirement or Default Requirement;

(ii) is the result of exceeding any applicable Grace Period; or

(iii) has met the subjective criteria specified in certain Credit Events.

"**Qualifying Affiliate Guarantee**" means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

"**Qualifying Guarantee**" means an arrangement evidenced by a written instrument pursuant to which a Reference Entity irrevocably agrees (by guarantee of payment or equivalent legal arrangement) to pay all amounts due under an Underlying Obligation on behalf of the Underlying Obligor. Qualifying Guarantees shall exclude any arrangement:

(a) structured as a surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement; or

(b) pursuant to the terms of which the payment obligations of the Reference Entity can be discharged, reduced, assigned or otherwise altered (other than by operation of law) as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). The benefit of a Qualifying

Guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation.

"**Qualifying Participation Seller**" means any participation seller that meets the requirements specified in relation to a Reference Entity. If no such requirements are specified, there shall be no Qualifying Participation Seller.

"**Quotation**" means, in respect of Reference Obligations, Deliverable Obligations and Undeliverable Obligations, as the case may be, each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage with respect to a Valuation Date in the manner that follows:

(a) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Relevant Valuation Date from five or more Credit Security Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Credit Security Business Day within three Credit Security Business Days of a Relevant Valuation Date, then on the next following Credit Security Business Day (and, if necessary, on each Credit Security Business Day thereafter until the tenth Credit Security Business Day following the applicable Relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Credit Security Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Credit Security Business Day on or prior to the tenth Credit Security Business Day following the applicable Relevant Valuation Date the Quotations shall be deemed to be any Full Quotation obtained from a Credit Security Dealer at the Valuation Time on such tenth Credit Security Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from Credit Security Dealers at the Valuation Time on such tenth Credit Security Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation shall be deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

(b) If:

(i) "Include Accrued Interest" is specified in the applicable Final Terms in respect of Quotations, such Quotations shall include accrued but unpaid interest;

(ii) "Exclude Accrued Interest" is specified in the applicable Final Terms in respect of Quotations, such Quotations shall not include accrued but unpaid interest; and

(iii) neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified in the applicable Final Terms in respect of Quotations, the Calculation Agent shall determine based on then current market practice in the market of the Reference Obligation, whether such Quotations shall include or exclude accrued but unpaid interest, all Quotations shall be obtained in accordance with this determination.

(c) If any Quotation obtained with respect to an Accreting Obligation is expressed as a percentage of the amount payable in respect of such obligation at maturity, such Quotation will instead be expressed as a percentage of the Outstanding Principal Balance for the purposes of determining the Final Price.

"**Quotation Amount**" means:

(a) with respect to a Reference Obligation, the amount specified in relation to a Reference Entity (which may be specified by reference to an amount in a currency or by reference to the Representative Amount) or, if no amount is so specified, the Reference Entity Notional Amount (or, its equivalent in

the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained);

(b) with respect to each type or issue of Deliverable Obligation to be Delivered on or prior to the Physical Settlement Date, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency as calculated in the same manner as (a) above) of such Deliverable Obligation; and

(c) with respect to each type or issue of Undeliverable Obligation, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency as calculated in the same manner as (a) above) of such Undeliverable Obligation.

"**Redemption Date**" means the date specified as such in the applicable Final Terms which shall not be subject to adjustment in accordance with any Business Day Convention unless otherwise specified in the applicable Final Terms.

"**Reference Entity**" or "**Reference Entities**" means the reference entity or reference entities specified in the Final Terms and any Successor to a Reference Entity either:

(a) as identified by the Calculation Agent in accordance with the definition of "Successor" on or following the Trade Date; or

(b) in respect of which ISDA publicly announces on or following the Trade Date that the relevant Credit Derivatives Determinations Committee has resolved that a Succession Event has occurred, in respect of a Succession Event Resolution Request Date. A Successor in accordance with the Rules shall in each case be a Reference Entity for the Credit Securities, as the terms of which may be modified pursuant to Credit Security Condition 6.

"**Reference Entity Notional Amount**" means the amount in which the Issuer has purchased (in the case of Credit Notes or Certificates) or sold (in the case of Credit Warrants) credit protection in respect of one or more Reference Entities, as set out in the Final Terms (or, if no such amount is specified, (in the case of Credit Notes) the Aggregate Nominal Amount or, in the case of Partly Paid Notes, the paid-up Aggregate Nominal Amount or (in the case of Credit Certificates or Credit Warrants) the aggregate Notional Amount of the Credit Securities or, in the case of Partly Paid Certificates, the paid-up aggregate Notional Amount of the Partly Paid Certificates, in each case, divided by the number of Reference Entities (and, in the case of Instalment Notes or Instalment Certificates, subject to reduction on redemption), subject to Credit Security Condition 6.

"**Reference Obligation**" means:

(a) the Reference Obligation specified in relation to a Reference Entity; and

(b) any Substitute Reference Obligation.

"**Reference Obligations Only**" means any obligation that is a Reference Obligation and no Obligation Characteristics or, as the case may be, Deliverable Obligation Characteristics shall be applicable where Reference Obligations Only applies.

"**Relevant Date**" means (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date.

"**Relevant Obligations**" means:

(a) subject to sub-paragraph (b) below, the Obligations constituting Bonds and Loans of the Reference Entity outstanding immediately prior to the effective date of the Succession Event, excluding any debt obligations outstanding between the Reference Entity and any of its Affiliates, as determined by the Calculation Agent. The Calculation Agent will determine the entity which succeeds to such Relevant Obligations on the basis of the Best Available Information. If the date on which the Best Available Information becomes available or is filed precedes the legally effective date of the relevant Succession Event, any assumptions as to the allocation of obligations between or among entities contained in the Best Available Information will be deemed to have been fulfilled as of the legally effective date of the Succession Event, whether or not this is in fact the case; and

(b) where "LPN Reference Entity" is applicable to a Reference Entity, each of the obligations listed as a Reference Obligation of such Reference Entity in the relevant "LPN Reference Obligation List" as published by Markit Group Limited, or any successor thereto, which list is currently available at http://www.markit.com/marketing/services.php, any Additional LPN, and each Additional Obligation.

"**Relevant Valuation Date**" means the Settlement Valuation Date, Valuation Date or Undeliverable Valuation Date, as the case may be.

"**Replaced Deliverable Obligation Outstanding Amount**" means the Outstanding Amount of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, that is being replaced.

"**Replacement Deliverable Obligation**" means each replacement Deliverable Obligation that the Issuer will, subject to Credit Security Condition 4, Deliver to the Holders in lieu of each original Deliverable Obligation which has not been Delivered as at the date of such NOPS Amendment Notice.

"**Replacement Reference Entity**" means any entity selected by the Calculation Agent acting in a commercially reasonable manner, which is incorporated in the same geographical area, has the same Transaction Type as the Legacy Reference Entity and which is of a similar or better credit quality than the Legacy Reference Entity, as measured by Standard & Poor's Ratings Services and/or by Moody's Investors Service Ltd., at the date of the relevant Succession Event provided that in selecting any Replacement Reference Entity, the Calculation Agent is under no obligation to the Holders, the Issuer or any other person and, provided that the Successor selected meets the criteria specified above, is entitled, and indeed will endeavour, to select the least credit-worthy of the Successors. In making any selection, the Calculation Agent will not be liable to account to the Holders, the Issuer or any other person for any profit or other benefit to it or any of its affiliates which may result directly or indirectly from any such selection.

"**Representative Amount**" means an amount that is representative for a single transaction in the relevant market and at the relevant time, such amount to be determined by the Calculation Agent.

"**Repudiation/Moratorium**" means the occurrence of both of the following events:

(a) an authorised officer of a Reference Entity or a Governmental Authority:

(i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or

(ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and

(b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"**Repudiation/Moratorium Evaluation Date**" means, if a Potential Repudiation/Moratorium occurs on or prior to (in the case of Credit Certificates) the Redemption Date, (in the case of Credit Notes) the Maturity Date or (in the case of Credit Warrants) the Expiration Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix) Tokyo time)):

(a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of:

(i) the date that is 60 days after the date of such Potential Repudiation/Moratorium; and

(ii) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date); and

(b) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium.

"**Resolve**" has the meaning given to that term in the Rules, and "**Resolved**" and "**Resolves**" shall be interpreted accordingly.

"**Restructured Bond or Loan**" means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

"**Restructuring**" means:

(a) that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of such Obligation or is announced (or otherwise decreed) by a Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation, and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date and the date as of which such Obligation is issued or incurred:

(i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals;

(ii) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;

(iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;

(iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or

(v) any change in the currency or composition of any payment of interest or principal to any currency which is not a Permitted Currency.

(b) Notwithstanding the provisions of (a) above, none of the following shall constitute a Restructuring:

(i) the payment in euros of interest or principal in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;

(ii) the occurrence of, agreement to or announcement of any of the events described in (i) to (v) (inclusive) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and

(iii) the occurrence of, agreement to or announcement of any of the events described in (i) to (v) (inclusive) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity.

(c) For the purposes of (a) and (b) above and Credit Security Condition 8(e), the term "Obligation" shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in relation to a Reference Entity, as provider of any Qualifying Guarantee. In the case of a Qualifying Guarantee and an Underlying Obligation, references to the Reference Entity in (a) above shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in (b) above shall continue to refer to the Reference Entity.

"**Restructuring Date**" means, with respect to a Restructured Bond or Loan, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"**Restructuring Exercise Date**" means the date that is 65 Business Days following the Final List Publication Date.

"**Restructuring Maturity Limitation Date**" means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Relevant Date, provided that, in circumstances where the Relevant Date is later than the 2.5-year Limitation Date, at least one Enabling Obligation exists. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a "**Latest Maturity Restructured Bond or Loan**") and the Relevant Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

In the event that the Relevant Date is later than:

(i) either:

(A) the final maturity date of the Latest Maturity Restructured Bond or Loan, if any; or

(B) the 2.5-year Limitation Date,

and, in either case, no Enabling Obligation exists; or

(ii) the 20-year Limitation Date,

the Restructuring Maturity Limitation Date will be the Relevant Date.

"**Revised Currency Rate**" means, with respect to a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the rate of conversion between the currency in which the Replaced Deliverable Obligation

Outstanding Amount is denominated and the currency in which the Outstanding Amount of such Replacement Deliverable Obligation is denominated that is determined either:

(a) by reference to the Currency Rate Source as at the Next Currency Fixing time; or

(b) if such rate is not available at such time, by the Calculation Agent in a commercially reasonable manner after consultation with the parties.

"**Rules**" means the Credit Derivatives Determinations Committee Rules, as published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

"**Senior Obligation**" means, for the purposes of the definitions of "Subordination" and "Subordinated Obligation", an obligation of the Reference Entity to which the Subordinated Obligation is being compared.

"**Settlement Currency**" means the currency specified as such in the applicable Final Terms, or if no currency is so specified in the Final Terms, the Specified Currency.

"**Settlement Method**" means the settlement method specified as such in the Final Terms and if no Settlement Method is specified in the Final Terms, Auction Settlement.

"**Settlement Valuation Date**" means the date being three Credit Security Business Days prior to the Delivery Date provided that if a Notice of Physical Settlement is given or, as the case may be, changed at any time after the third Credit Security Business Day prior to the Physical Settlement Date, the Settlement Valuation Date shall be the date which is three Credit Security Business Days after such Notice of Physical Settlement is given.

"**Single Reference Entity Credit Certificate**" means Credit Certificates where the Issuer purchases credit protection from the Holders in respect of only one Reference Entity.

"**Single Reference Entity Credit Note**" means Credit Notes where the Issuer purchases credit protection from the Holders in respect of only one Reference Entity.

"**Single Reference Entity Credit Securities**" means Single Reference Entity Credit Certificates, Single Reference Entity Credit Notes and/or Single Reference Entity Credit Warrants, as the case may be.

"**Single Reference Entity Credit Warrant**" means Credit Warrants where the Issuer sells credit protection to the Holders in respect of only one Reference Entity.

"**Sovereign**" means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority (including without limiting the foregoing, the central bank) thereof.

"**Sovereign Agency**" means any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) of a Sovereign.

"**Sovereign Restructured Deliverable Obligation**" means an Obligation of a Sovereign Reference Entity:

(a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice has occurred; and

(b) described by the Deliverable Obligation Category specified in relation to a Reference Entity,

and, subject as set out in the definition of "Deliverable Obligation Category", having each of the Deliverable Obligation Characteristics, if any, specified in the Final Terms, in each case, immediately preceding the date

on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring without regard to whether the Obligation would satisfy such Deliverable Obligation Category or Deliverable Obligation Characteristics after such Restructuring.

"**Specified Currency**" means, for the purposes of determining compliance with the Obligations Characteristics and Deliverable Obligation Characteristics only an obligation that is payable in the currency or currencies specified as such in relation to a Reference Entity (or, if Specified Currency is specified in respect of the Reference Entity and no currency is so specified, any of the Standard Specified Currencies.

"**Standard Specified Currencies**" means the lawful currencies of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies.

"**Subordinated Obligation**" means, for the purposes of the definitions of "Subordination" and "Senior Obligation", an obligation of the Reference Entity which is being compared to such Senior Obligation.

"**Subordination**" means, with respect to a Subordinated Obligation and a Senior Obligation, a contractual, trust or other similar arrangement providing that (a) upon the liquidation, dissolution, reorganisation or winding-up of the Reference Entity, claims of the holders of the Senior Obligation will be satisfied prior to the claims of the holders of the Subordinated Obligation or (b) the holders of the Subordinated Obligation will not be entitled to receive or retain payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the Senior Obligation.

"**Subordinated**" will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign.

"**Substitute Reference Obligation**" means one or more obligations of the Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in relation to a Reference Entity, as provider of any Qualifying Guarantee) that will replace one or more Reference Obligations, identified by the Calculation Agent in accordance with the following procedures:

(a) In the event that:

(i) a Reference Obligation is redeemed in whole; or

(ii) in the opinion of the Calculation Agent:

(i) the aggregate amounts due under any Reference Obligation have been materially reduced by redemption or otherwise (other than due to any scheduled redemption, amortisation or prepayments);

(ii) any Reference Obligation is an Underlying Obligation with a Qualifying Guarantee of a Reference Entity and, other than due to the existence or occurrence of a Credit Event, the Qualifying Guarantee is no longer a valid and binding obligation of such Reference Entity enforceable in accordance with its terms, or

(iii) for any other reason, other than due to the existence or occurrence of a Credit Event, any Reference Obligation is no longer an obligation of a Reference Entity, the Calculation Agent shall identify one or more Obligations to replace such Reference Obligation.

(b) Any Substitute Reference Obligation or Substitute Reference Obligations shall be an Obligation that:

(i) ranks *pari passu* (or, if no such Obligation exists, then, at the Issuer's option, an Obligation that ranks senior) in priority of payment with the ranking in priority of payment of each of the Substitute Reference Obligations and such Reference Obligation (with the ranking in priority of payment of such Reference Obligation being determined as of the date on which such Reference Obligation was issued or incurred and not reflecting any change to such ranking in priority of payment after such later date);

(ii) preserves the economic equivalent, as closely as practicable as determined by the Calculation Agent, of the delivery and payment obligations of the Credit Securities; and

(iii) is an obligation of the relevant Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in relation to a Reference Entity, as provider of a Qualifying Guarantee). The Substitute Reference Obligation or Substitute Reference Obligations identified by the Calculation Agent shall, without further action, replace such Reference Obligation or Reference Obligations.

(c) If more than one specific Reference Obligation is identified as a Reference Obligation, any of the events set forth under (a) above has occurred with respect to one or more but not all of the Reference Obligations, and the Calculation Agent determines that no Substitute Reference Obligation is available for one or more of such Reference Obligations, each Reference Obligation for which no Substitute Reference Obligation is available shall cease to be a Reference Obligation.

(d) If more than one specific Reference Obligation is identified as a Reference Obligation, any of the events set forth under (a) above has occurred with respect to all of the Reference Obligations, and the Calculation Agent determines that at least one Substitute Reference Obligation is available for any such Reference Obligation, then each such Reference Obligation shall be replaced by a Substitute Reference Obligation and each Reference Obligation for which no Substitute Reference Obligation is available will cease to be a Reference Obligation.

(e) If:

(i) more than one specific Reference Obligation is identified as a Reference Obligation, any of the events set forth under (a) above has occurred with respect to all of the Reference Obligations, and the Calculation Agent determines that no Substitute Reference Obligation is available for any of the Reference Obligations; or

(ii) only one specific Reference Obligation is identified as a Reference Obligation in relation to the Credit Securities, any of the events set forth under (a) above has occurred with respect to such Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for that Reference Obligation, then the Calculation Agent shall continue to attempt to identify a Substitute Reference Obligation until the Extension Date.

(f) For the purposes of identification of a Reference Obligation, any change in the Reference Obligation's CUSIP or ISIN number or other similar identifier will not, in and of itself, convert such Reference Obligation into a different Obligation.

"**succeed**" for the purposes of the provisions relating to the determination of Successor and the definitions of "Successor" and "Succession Event", means, with respect to a Reference Entity and its Relevant Obligations (or, as applicable, obligations), that a party other than such Reference Entity (i) assumes or becomes liable for

such Relevant Obligations (or, as applicable, obligations) whether by operation of law or pursuant to any agreement or (ii) issues Bonds that are exchanged for Relevant Obligations (or, as applicable, obligations), and in either case such Reference Entity is no longer an obligor (primarily or secondarily) or guarantor with respect to such Relevant Obligations (or, as applicable, obligations). The determinations required pursuant to sub-paragraph (a) of the definition of "Successor" shall be made, in the case of an exchange offer, on the basis of the Outstanding Principal Balance of Relevant Obligations tendered and accepted in the exchange and not on the basis of the Outstanding Principal Balance of Bonds for which Relevant Obligations have been exchanged.

"**Succession Event**" means:

(a) with respect to a Reference Entity that is not a Sovereign, an event such as a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement; or

(b) with respect to a Reference Entity that is a Sovereign, an event such as an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other event that results in any direct or indirect successor(s) to such Reference Entity.

Notwithstanding the foregoing, "Succession Event" shall not include an event:

(i) in which the holders of obligations of the Reference Entity exchange such obligations for the obligations of another entity, unless such exchange occurs in connection with a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event; or

(ii) with respect to which the legally effective date (or, in the case of a Reference Entity that is a Sovereign, the date of occurrence) has occurred prior to the Succession Event Backstop Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)).

"**Succession Event Backstop Date**" means:

(a) for purposes of any event that constitutes a Succession Event in relation to the Reference Entity, as determined by DC Resolution, the date that is 90 calendar days prior to the Succession Event Resolution Request Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)); or

(b) otherwise, the date that is 90 calendar days prior to the earlier of:

(i) the date on which the Issuer determines that a Succession Event has occurred; and

(ii) the Succession Event Resolution Request Date if:

(i) the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in sub-paragraphs (a) and (b) of the definition of "Succession Event Resolution Request Date" are satisfied in accordance with the Rules;

(ii) the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters; and

(iii) the Issuer and/or the Calculation Agent determines, not more than fifteen Credit Security Business Days after the day on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters, that a Succession Event has occurred.

The Succession Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention unless the parties specify in the Final Terms that the Succession Event Backstop Date will be adjusted in accordance with a specified Business Day Convention.

"**Succession Event Resolution Request Date**" means, with respect to a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve:

(a) whether an event that constitutes a Succession Event has occurred with respect to the relevant Reference Entity; and

(b) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred:

(i) with respect to a Reference Entity that is not a Sovereign, the legally effective date of such event; or

(ii) with respect to a Reference Entity that is a Sovereign, the date of the occurrence of such event,

the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

"**Successor**" means in relation to any Reference Entity, each Successor that ISDA has publicly announced, including prior to the Trade Date, that the relevant Credit Derivatives Determinations Committee has Resolved is a Successor to the original Reference Entity pursuant to a Succession Event that occurred on or following the Succession Event Backstop Date in accordance with the Rules; or if no Successor has been identified by a Credit Derivatives Determinations Committee:

(a) in relation to a Reference Entity that is not a Sovereign, the entity or entities, if any, determined as set out below:

(i) if one entity directly or indirectly succeeds to 75 per cent. or more of the Relevant Obligations of the Reference Entity by way of a Succession Event, that entity will be the sole Successor in respect of the relevant Reference Entity;

(ii) if only one entity directly or indirectly succeeds to more than 25 per cent. (but less than 75 per cent.) of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than 25 per cent. of the Relevant Obligations will be the sole Successor in respect of the relevant Reference Entity;

(iii) if more than one entity each directly or indirectly succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remains with the Reference Entity, the entities that succeed to more than 25 per cent. of the Relevant Obligations will each be a Successor;

(iv) if one or more entities each directly or indirectly succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor;

(v) if one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor; and

(vi) if one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations (or, if two or more entities succeed to an equal percentage of Relevant Obligations, the entity from among those entities which succeeds to the greatest percentage of obligations of the Reference Entity) will be the sole Successor.

(b) in relation to a Sovereign Reference Entity, any direct or indirect successor(s) to that Reference Entity irrespective of whether such successor(s) assumes any of the obligations of such Reference Entity.

In the case of (a) above, the Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant Succession Event (but no earlier than 14 calendar days after the legally effective date of the relevant Succession Event), and with effect from the legally effective date of the Succession Event, whether the relevant thresholds set out in (a)(i) to (vi) (inclusive) above have been met, or which entity qualifies under (a)(vi) above, as applicable. In calculating the percentages used to determine whether the relevant thresholds set out in (a) above have been met, or which entity qualifies under (a)(vi) above, as applicable, the Calculation Agent shall use, with respect to each applicable Relevant Obligation included in such calculation, the amount of the liability with respect to such Relevant Obligation listed in the Best Available Information and shall notify the Issuer and the Holders of such calculation; provided that the Calculation Agent will not make such determination if, at such time, either:

(c) ISDA has publicly announced that the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in sub-paragraph (a) above and sub-paragraphs (a) and (b) of the definition of "Succession Event Resolution Request Date" are satisfied in accordance with the Rules (until such time, if any, as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine a Successor); or

(d) ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that no event that constitutes a Succession Event for purposes of any Hedge Transaction has occurred.

"**Supranational Organisation**" means any entity or organisation established by treaty or other arrangement between two or more Sovereigns or the Sovereign Agencies of two or more Sovereigns, and includes, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and the European Bank for Reconstruction and Development.

"**Surviving Reference Entity**" has the meaning given to such term in Credit Security Condition 6(c)(ii) above.

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

"**Transaction Auction Settlement Terms**" means, in respect of any Reference Entity and a related Credit Event, the Credit Derivatives Auction Settlement Terms published by ISDA in respect of such Credit Event and in respect of which the Notional Credit Derivative Transaction would be an Auction Covered Transaction.

"**Transaction Type**" means, unless otherwise specified in the Final Terms, each "Transaction Type" specified as such in the Physical Settlement Matrix from time to time.

"**Transferable**" means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:

(a) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation); or

(b) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds,

and, if specified as applicable to a Deliverable Obligation Category, the Transferable Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are not Loans.

"**Undeliverable Obligation**" means a Deliverable Obligation included in the Notice of Physical Settlement which, on the Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including without limitation, failure by the Holder to deliver an Asset Transfer Notice, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-receipt of any requisite consents with respect to the Delivery of Loans) it is impossible or illegal to Deliver on the Settlement Date.

"**Undeliverable Valuation Date**" means the date that is five Credit Security Business Days after the Latest Permissible Physical Settlement Date or, as applicable, the Extended Physical Settlement Date.

"**Underlying Finance Instrument**" means where the LPN Issuer provides finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument.

"**Underlying Loan**" means where the LPN Issuer provides a loan to the Reference Entity.

"**Underlying Obligation**" means an obligation in respect of which the Reference Entity has agreed to pay all the amounts due thereunder.

"**Underlying Obligor**" means, the party which is the actual obligor of an Underlying Obligation.

"**Unwind Costs**" means the amount specified in the applicable Final Terms or if "Standard Unwind Costs" are specified in the applicable Final Terms (or in the absence of such specification), an amount, subject to a minimum of zero, determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer in connection with the redemption, settlement, cancellation and/or termination of the Credit Securities and the related termination, settlement or re-establishment of any Hedge Transaction, such amount to be apportioned pro rata amongst the outstanding (and in the case of Partly Paid Notes, paid-up) nominal amount or outstanding (and, in the case of Partly Paid Certificates, paid-up) notional amount of each Credit Security equal to the (in the case of Credit Notes) Calculation Amount or (in the case of Credit Certificates or Credit Warrants) Notional Amount set out in the applicable Final Terms.

"**Valuation Date**" means:

(a) any Credit Security Business Day falling between the 55th and the 122nd Credit Security Business Day following the Event Determination Date, or, following any Auction Cancellation Date or No Auction Announcement Date, such later Credit Security Business Day, (in each case, as selected by the Calculation Agent in its sole and absolute discretion); or

(b) if "Cash Settlement" is applicable as a Fallback Settlement Method, any Credit Security Business Day falling between the 55th and the 122nd Credit Security Business Day following the Event Determination Date, or, following any Auction Cancellation Date or No Auction Announcement Date, such later Credit Security Business Day, (in each case, as selected by the Calculation Agent in its sole and absolute discretion); or

(c) if Partial Cash Settlement applies, the date which is up to fifteen Credit Security Business Days after the Latest Permissible Physical Settlement Date or, as applicable the Extended Physical Settlement Date (as selected by the Calculation Agent in its sole and absolute discretion).

"**Valuation Obligation**" means, in respect of a Reference Entity, notwithstanding anything to the contrary in the Credit Security Conditions, one or more obligations of such Reference Entity (either directly or as provider of a Qualifying Guarantee or, as the case may be, Qualifying Affiliate Guarantee), which would constitute a "Deliverable Obligation" if Physical Settlement were the applicable Settlement Method as selected by the Issuer in its sole and absolute discretion on the applicable Valuation Date, provided that, for such purpose:

(a) any reference to the words "Delivery Date" in the definitions of "Conditionally Transferable Obligation", "Deliverable Obligation", within any of the terms comprising "Deliverable Obligation Category" or "Deliverable Obligation Characteristic" and "Due and Payable Amount" shall be deemed to be a reference to the words "Relevant Valuation Date";

(b) the deletion of the words "being Delivered" in the definition of "Deliverable Obligation"; and

(c) the deletion of the whole of the second paragraph within the definition of "Not Contingent" and replacing it with the following:

"If an Obligation is a Convertible Obligation or an Exchangeable Obligation, then such Obligation may only be included in the Valuation Obligations Portfolio if the rights referred to in clauses (a) and (b) above have not been exercised (or such exercise has been effectively rescinded) on or before the Relevant Valuation Date."

For the avoidance of doubt, the use of Deliverable Obligation terms in the definition of "Valuation Obligation" is for convenience only and is not intended to amend the selected settlement method.

"**Valuation Obligations Portfolio**" means one or more Valuation Obligations of a Reference Entity selected by the Calculation Agent in its discretion, each in an Outstanding Principal Balance selected by the Calculation Agent in its sole and absolute discretion provided that the aggregate of such Outstanding Principal Balances (or in each case the equivalent in the Specified Currency thereof (converted at the foreign exchange rate prevailing on any date from (and including) the Event Determination Date to (and including) the Valuation Date, as selected by the Calculation Agent in its sole and absolute discretion)), shall not exceed the relevant Reference Entity Notional Amount.

"**Valuation Time**" means the time specified in relation to a Reference Entity or, if no time is so specified, 11:00 a.m. in the principal trading market for the relevant Valuation Obligation or Undeliverable Obligation, as the case may be.

"**Voting Shares**" shall mean those shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

"**Weighted Average Final Price**" means the weighted average of the Final Prices determined for each selected Valuation Obligation in the Valuation Obligations Portfolio, weighted by the Currency Amount of each such Valuation Obligation (or its equivalent in the Settlement Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time of such determination).

If "Zero Recovery" is specified as applicable in the Final Terms, the Weighted Average Final Price shall be zero.

"**Weighted Average Quotation**" means, in accordance with (in the case of Credit Notes and Certificates) the bid quotations or (in the case of Credit Warrants) the offer quotations provided by the Credit Security Dealers, the weighted average of firm quotations obtained from the Credit Security Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference Obligation, Deliverable Obligation or Undeliverable Obligation, as the case may be, with an Outstanding Principal Balance of as large a size as available but less than the Quotation Amount (in the case of Deliverable Obligations only, but of a size equal to the Minimum Quotation Amount or, if quotations of a size equal to the Minimum Quotation Amount are not available, quotations as near in size as practicable to the Minimum Quotation Amount) that in the aggregate are approximately equal to the Quotation Amount.

## 11. Amendments to Note Conditions and W&C Security Conditions

### 11.1 Amendments to Note Conditions

The Terms and Conditions of the Notes are amended as follows:

(a) The last 3 paragraphs of Condition 3.1 (Interest on Fixed Rate Notes) shall be amended as follows:

"Interest shall be calculated by applying the Rate of Interest to: (A) in the case of Fixed Rate Notes which are represented by a Global Note, the daily average of the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note (or, if they are Partly Paid Notes, the daily average of the aggregate amount paid up and outstanding); or (B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount (or, as applicable, the daily average of the outstanding nominal amount corresponding to the Calculation Amount), multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Fixed Rate Note in definitive form comprises more than one Calculation Amount, the amount of Interest payable in respect of such Fixed Rate Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount (or, as applicable, for each relevant daily average of the outstanding nominal amount corresponding to such Calculation Amount) comprising the Specified Denomination without any further rounding.

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

(b) In paragraph (i) of each of Condition 3.2(c) (Determination of Rate of Interest and Calculation of Interest Amount) and Condition 3.3(c) (Determination of Rate of Interest and Calculation of Interest Amount), the reference to "the aggregate outstanding nominal amount" shall be deleted and replaced with "the daily average of the aggregate outstanding nominal amount".

(c) In paragraph (i) of each of Condition 3.2(c) (Determination of Rate of Interest and Calculation of Interest Amount) and Condition 3.3(c) (Determination of Rate of Interest and Calculation of Interest Amount), the reference to "(or, if they are Partly Paid Notes, the aggregate amount paid up)" shall be deleted and replaced with "(or, if they are Partly Paid Notes, the daily average of the aggregate amount paid up and outstanding)"..

(d) In paragraph (ii) of each of Condition 3.2(c) (Determination of Rate of Interest and Calculation of Interest Amount) and Condition 3.3(c) (Determination of Rate of Interest and Calculation of Interest Amount), the reference to "the Calculation Amount" shall be deleted and replaced with "(or, as applicable, the daily average of the outstanding nominal amount corresponding to the Calculation Amount)".

(e) In the last paragraph of each of Condition 3.2(c) (Determination of Rate of Interest and Calculation of Interest Amount) and Condition 3.3(c) (Determination of Rate of Interest and Calculation of Interest Amount), the reference to "each Calculation Amount" shall be deleted and replaced with "(or, as applicable, for each relevant daily average of the outstanding nominal amount corresponding to such Calculation Amount)".

(f) In Condition 3.11 (Interest on Partly Paid Notes), the reference to "paid-up nominal amount of such Notes" shall be deleted and replaced with "the daily average of the nominal amount paid up and outstanding of such Notes".

(g) In Condition 3.12 (Interest Payments), the second sentence thereof shall be deleted and replaced with the following:

"If such Note is redeemed early (i) if the applicable Final Terms specify that Accrual to Redemption is applicable, interest will cease to accrue on the due date for redemption or (ii) 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 (or if the applicable Final Terms specify that Accrual to Preceding IPED is applicable, interest will cease to accrue from and including the Interest Period End Date immediately preceding (A) the date on which notice is given for the early redemption of such Note or (B) if there is no such notice, the due date for early redemption of such Note).".

(h) Condition 5.1 (Final Redemption) shall be amended by adding the following immediately before the end thereof:

"Notwithstanding the above, unless previously redeemed or purchased and cancelled as provided below, each Credit Security will be redeemed in accordance with the Credit Security Conditions and the applicable Final Terms.".

11.2 **Amendments to W&C Security Conditions**

The Terms and Conditions of the W&C Securities are amended as follows:

(a) The definition of "Cash Settlement Amount" in Condition 20 (Definitions (Warrants)) shall be amended by adding immediately after the words "the Final Payout specified in the applicable Final Terms", the following:

"(or, in relation to Credit Securities, the amount specified in the applicable Final Terms)".

(b) Condition 24.4 (General) shall be amended by adding the following immediately before the end thereof:

"Exercise and settlement of each Credit Warrant shall be subject to the Credit Security Conditions and the applicable Final Terms.".

(c) The definition of "Cash Settlement Amount" in Condition 28 (Definitions) shall be amended by adding immediately after the words "the Final Payout specified in the applicable Final Terms" in the first paragraph thereof, the following:

"(or, in relation to Credit Securities, the amount specified in the applicable Final Terms)".

(d) The penultimate paragraph of Condition 32(a) (Interest on Fixed Rate Certificates) shall be amended as follows:

"Interest shall be calculated by applying the Rate of Interest to the average daily outstanding Notional Amount of each Certificate and if a Day Count Fraction is specified in the applicable Final Terms multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Settlement Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.".

(e) The last paragraph of each of Condition 32(b)(iv) (Determination of Rate of Interest and Calculation of Interest Amount) and Condition 32(c)(iii) (Determination of Rate of Interest and Calculation of Interest Amount) shall be amended by deleting and replacing the reference to "the Notional Amount of such Certificate" with the following:

"the average daily outstanding Notional Amount of such Certificate".

(f) In Condition 32(g) (Interest on Partly Paid Certificates), the reference to "paid-up amount of such Certificates" shall be deleted and replaced with the following:

" paid-up average daily outstanding amount of such Certificates".

(g) In Condition 32(h) (Accrual of Interest), the second sentence thereof shall be deleted and replaced with the following:

"If such Certificate is redeemed early, (i) if the applicable Final Terms specify that Accrual to Redemption is applicable, interest will cease to accrue on the due date for redemption or (ii) 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 payment date has not occurred on or prior to the due date for redemption of such Certificate (or if the applicable Final Terms specify that Accrual to Preceding IPED is applicable, interest will cease to accrue from and including the Interest Period End Date immediately preceding (A) the date on which notice is given for the early redemption of such Certificate or (B) if there is no such notice, the due date for early redemption of such Certificate), unless in either case payment of principal and/or delivery of all assets deliverable is improperly withheld or refused.".

## ANNEX A TO THE ADDITIONAL TERMS AND CONDITIONS FOR CREDIT SECURITIES

## AUCTION SETTLEMENT TERMS ANNEX

If an Event Determination Date occurs with respect to the Credit Securities and Auction Settlement applies, the Auction Settlement Amount with respect to the Credit Securities will be calculated based on the Auction Final Price for the Reference Entity (if any). This Annex contains a summary of certain provisions of the Form of Credit Derivatives Auction Settlement Terms set forth at Annex B to the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions, published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") on 12 March 2009 (the "**Form of Auction Settlement Terms**") and is qualified by reference to the detailed provisions thereof and is subject to amendment from time to time of the Rules, including any amendment following the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement dated 14 July 2009, as published by ISDA (the "**July 2009 Supplement**"). The July 2009 Supplement extended the auction hardwiring process to Restructuring credit events. Following certain Restructuring credit events, more than one auction may be held and there may be more than one Auction Final Price and credit default swaps are grouped into buckets by maturity and depending on which party triggers the credit default swap. Deliverable obligations will be identified for each bucket (any deliverable obligations included in a shorter bucket will also be deliverable for all longer buckets). If the Credit Derivatives Determinations Committee determines to hold an auction for a particular bucket, then that auction will be held according to the existing auction methodology that has previously been used for Bankruptcy and Failure to Pay credit events as described in the summary below, except that the deliverable obligations will be limited to those falling within the relevant maturity bucket.

The following does not purport to be a complete summary and prospective investors must refer to the Form of Auction Settlement Terms for detailed information regarding the auction methodology set forth therein (the "**Auction Methodology**"). The Auction and the Auction Methodology apply to credit default swaps on the Reference Entity and do not apply specifically to the Credit Securities. A copy of the Form of Auction Settlement Terms may be inspected at the offices of the Issuer and is also currently available at www.isda.org (or any successor website thereto).

Holders should also be aware that this summary of the Form of the Auction Settlement Terms is accurate only as of the date hereof and the Form of Auction Settlement Terms may be amended from time to time without consultation with Holders. At any time after the date of this annex, the latest Form of the Auction Settlement Terms will be available on the ISDA website at www.isda.org (or any successor website thereto). Further, notwithstanding the fact that the form of Auction Settlement Terms (as may be amended from time to time) appears on the ISDA website, Holders should note that the Credit Derivatives Determinations Committees have the power to amend the form of Credit Derivatives Auction Settlement Terms for a particular auction and that this summary may therefore not be accurate in all cases.

Capitalized terms used but not defined in this summary have the meaning specified in the Rules and the Form of Auction Settlement Terms. All times of day in this summary refer to such times in London.

**Publication of Credit Derivatives Auction Settlement Terms**

Pursuant to the Credit Derivatives Determinations Committees Rules set forth in Annex A to the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions (published on March 12, 2009) (the "**Rules**"), a Credit Derivatives Determinations Committee may determine that a Credit Event has occurred in respect of a Reference Entity (such entity, an "**Affected Reference Entity**") and that one or more auctions will be held in order to settle affected transactions referencing such Affected Reference Entity based upon an Auction Final Price determined in accordance with an auction procedure as set forth in the Form of Auction Settlement Terms (each, an "**Auction**"). If an Auction is to be held, the Credit Derivatives Determinations Committee will publish Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity, based upon the Form of Auction Settlement Terms. In doing so, the Credit Derivatives Determinations Committee will make several related determinations, including the date on which the Auction will be

held (the "**Auction Date**"), the institutions that will act as participating bidders in the Auction (the "**Participating Bidders**") and the supplemental terms that are detailed in Schedule 1 to the Form of Auction Settlement Terms. The Credit Derivatives Determinations Committee may also amend the Form of Auction Settlement Terms for a particular auction and may determine that a public comment period is necessary in order to effect such an amendment if such amendment is not contemplated by the Rules.

**Auction Methodology**

*Determining the Auction Currency Rate*

On the Auction Currency Fixing Date, the Administrators will determine the rate of conversion (each, an "**Auction Currency Rate**") as between the Relevant Currency and the currency of denomination of each Deliverable Obligation (each, a "**Relevant Pairing**") by reference to a Currency Rate Source or, if such Currency Rate Source is unavailable, by seeking mid-market rates of conversion from Participating Bidders (determined by each such Participating Bidder in a commercially reasonable manner) for each such Relevant Pairing. If rates of conversion are sought from Participating Bidders and more than three such rates are obtained by the Administrators, the Auction Currency Rate will be the arithmetic mean of such rates, without regard to the rates having the highest and lowest values. If exactly three rates are obtained, the Auction Currency Rate will be the rate remaining after disregarding the rates having the highest and lowest values. For this purpose, if more than one rate has the same highest or lowest value, then one of such rates shall be disregarded. If fewer than three rates are obtained, it will be deemed that the Auction Currency Rate cannot be determined for such Relevant Pairing.

*Initial Bidding Period*

During the Initial Bidding Period, Participating Bidders will submit to the Administrators: (a) Initial Market Bids; (b) Initial Market Offers; (c) Dealer Physical Settlement Requests; and (d) Customer Physical Settlement Requests (to the extent received from customers).

Initial Market Bids and Initial Market Offers are firm quotations, expressed as percentages, to enter into credit derivative transactions in respect of the Affected Reference Entity on terms equivalent to the Representative Auction-Settled Transaction.

The Initial Market Bid and Initial Market Offer submitted by each Participating Bidder must differ by no more than the designated Maximum Initial Market Bid-Offer Spread and must be an integral multiple of the Relevant Pricing Increment (each as determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity). The Initial Market Bid must be less than the Initial Market Offer.

Dealer Physical Settlement Requests and Customer Physical Settlement Requests are firm commitments, submitted by a Participating Bidder, on its own behalf or on behalf of a customer, as applicable, to enter into a Representative Auction-Settled Transaction, in each case, as seller (in which case, such commitment will be a "**Physical Settlement Buy Request**") or as buyer (in which case, such commitment will be a "**Physical Settlement Sell Request**"). Each Dealer Physical Settlement Request must be, to the best of such Participating Bidder's knowledge and belief, in the same direction as, and not in excess of, its Market Position. Each Customer Physical Settlement Request must be, to the best of the relevant customer's knowledge and belief (aggregated with all Customer Physical Settlement Requests submitted by such customer), in the same direction as, and not in excess of, its Market Position.

If the Administrators do not receive valid Initial Market Bids and Initial Market Offers from at least a minimum number of Participating Bidders (as determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity), the timeline will be adjusted and the Initial Bidding Period extended, with the Auction recommencing at such time(s) specified by the Administrators, otherwise it will proceed as follows.

*Determination of Open Interest, Initial Market Midpoint and Adjustment Amounts*

The Administrators will calculate the Open Interest, the Initial Market Midpoint and any Adjustment Amounts in respect of the Auction.

The Open Interest is the difference between all Physical Settlement Sell Requests and all Physical Settlement Buy Requests.

To determine the Initial Market Midpoint, the Administrators will: (a) sort the Initial Market Bids in descending order and the Initial Market Offers in ascending order, identifying non-tradeable markets for which bids are lower than offers; (b) sort non-tradeable markets in terms of tightness of spread between Initial Market Bid and Initial Market Offer; and (c) identify that half of the non-tradeable markets with the tightest spreads. The Initial Market Midpoint is determined as the arithmetic mean of the Initial Market Bids and Initial Market Offers contained in the half of non-tradeable markets with the tightest spreads.

Any Participating Bidder whose Initial Market Bid or Initial Market Offer forms part of a tradeable market will be required to make a payment to ISDA on the third Business Day after the Auction Final Price Determination Date (an "**Adjustment Amount**"), calculated in accordance with the Auction Methodology. Any payments of Adjustment Amounts shall be used by ISDA to defray any costs related to any auction that ISDA has coordinated, or that ISDA will in the future coordinate, for purposes of settlement of credit derivative transactions.

If for any reason no single Initial Market Midpoint can be determined, the procedure set out above may be repeated.

At or prior to the Initial Bidding Information Publication Time on any day on which the Initial Bidding Period has successfully concluded, the Administrators publish the Open Interest, the Initial Market Midpoint and the details of any Adjustment Amounts in respect of the Auction.

If the Open Interest is zero, the Auction Final Price will be the Initial Market Midpoint.

*Submission of Limit Order Submissions*

In the event that the Open Interest does not equal zero, a subsequent bidding period will be commenced during the Initial Bidding Period which: (a) if the Open Interest is an offer to sell Deliverable Obligations, Participating Bidders submit Limit Bids; or (b) if the Open Interest is a bid to purchase Deliverable Obligations, Limit Offers, in each case, on behalf of customers and for their own account.

*Matching bids and offers*

If the Open Interest is a bid to purchase Deliverable Obligations, the Administrators will match the Open Interest against all Initial Market Offers and Limit Offers, as further described in the Auction Methodology. If the Open Interest is an offer to sell Deliverable Obligations, the Administrators will match the Open Interest against all Initial Market Bids and Limit Bids, as further described in the Auction Methodology.

(a) **Auction Final Price when the Open Interest is Filled**

The Auction Final Price will be the price associated with the matched Initial Market Bids and Limit Bids or Initial Market Offers and Limit Offers, as applicable, that is the highest offer or the lowest bid, as applicable, provided that: (a) if the Open Interest is an offer to sell and the price associated with the lowest matched bid exceeds the Initial Market Midpoint by more than the "Cap Amount" (being the percentage that is equal to one half of the Maximum Initial Market Bid-Offer Spread (rounded to the nearest Relevant Pricing Increment)), then the Auction Final Price will be the Initial Market Midpoint plus the Cap Amount; and (b) if the Open Interest is a bid to purchase and the Initial Market Midpoint exceeds the price associated with the highest offer

by more than the Cap Amount, then the Auction Final Price will be the Initial Market Midpoint minus the Cap Amount.

(b) **Auction Final Price when the Open Interest is Not Filled**

If, once all the Initial Market Bids and Limit Bids or Initial Market Offers and Limit Offers, as applicable, have been matched to the Open Interest, part of the Open Interest remains, the Auction Final Price will be: (a) if the Open Interest is a bid to purchase Deliverable Obligations, the greater of (i) zero, and (ii) the highest Limit Offer or Initial Market Offer received; or (b) if the Open Interest is an offer to sell Deliverable Obligations, zero.

100 per cent. Cap to Auction Final Price

In all cases, if the Auction Final Price determined pursuant to the Auction Methodology is greater than 100 per cent., then the Auction Final Price will be deemed to be 100 per cent.

*Publication of Auction Final Price*

At or prior to the Subsequent Bidding Information Publication Time on any day on which the subsequent bidding period has successfully concluded, the Administrators will publish on their websites: (a) the Auction Final Price; (b) the names of the Participating Bidders who submitted bids, offers, valid Dealer Physical Settlement Requests and valid Customer Physical Settlement Requests, together with the details of all such bids and offers submitted by each; and (c) the details and size of all matched trades.

**Execution of Trades Formed in the Auction**

Each Participating Bidder whose Limit Bid or Initial Market Bid (or Limit Offer or Initial Market Offer if applicable) is matched against the Open Interest, and each Participating Bidder that submitted a Customer Physical Settlement Request or Dealer Physical Settlement Request, is deemed to have entered into a Representative Auction-Settled Transaction, and each customer that submitted such a Limit Bid, Limit Offer, or Physical Settlement Request is deemed to have entered into a Representative Auction-Settled Transaction with the dealer through whom the customer submitted such bid or offer. Accordingly, each such Participating Bidder or customer that is a seller of Deliverable Obligations pursuant to a trade formed in the auction must deliver to the buyer to whom such Participating Bidder or customer has been matched a Notice of Physical Settlement indicating the Deliverable Obligations that it will deliver, and such Deliverable Obligations will be sold to the buyer in exchange for payment of the Auction Final Price.

**Timing of Auction Settlement Provisions**

If an Auction is held in respect of an Affected Reference Entity, it is expected that the relevant Auction Date will occur on the third Business Day immediately prior to the 30th calendar day after which the relevant Credit Derivatives Determinations Committee received the request from an eligible market participant (endorsed by a member of the relevant Credit Derivatives Determinations Committee) to resolve whether a Credit Event has occurred with respect to such Reference Entity.

In respect of an Affected Reference Entity for which an Auction is held, the Auction Settlement Date will occur on a Business Day following the Auction Final Price Determination Date, as determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity.

## ANNEX B TO THE ADDITIONAL TERMS AND CONDITIONS FOR CREDIT SECURITIES

## CREDIT DERIVATIVES DETERMINATIONS COMMITTEES

In making certain determinations with respect to the Credit Securities, the Calculation Agent may but is not bound to follow or act in accordance with any determination of the relevant Credit Derivatives Determinations Committees. This Annex sets forth a summary of the Credit Derivatives Determinations Committees Rules, as published by ISDA on its website at www.isda.org (or any successor website thereto) as of 16 September 2014 (the "**Rules**") and is subject to the rules as published by ISDA from time to time and as amended from time to time . This summary is not intended to be exhaustive and prospective investors should also read the Rules and reach their own views prior to making any investment decisions. A copy of the Rules published by ISDA is available at: www.isda.org (or any successor website thereto).

Capitalised terms used but not defined in this summary have the meaning specified in the applicable Final Terms or the Rules, as applicable.

**Establishment of the Credit Derivatives Determinations Committees**

In accordance with the Rules, a Credit Derivatives Determinations Committee has been formed for each of the regions of (a) the Americas, (b) Asia Ex-Japan, (c) Australia-New Zealand, (d) Europe, Middle East and Africa and (e) Japan. As of the date hereof, the Calculation Agent (or one of its Affiliates) is a voting member on each of the Credit Derivatives Determinations Committees. See "Risk Factors – Conflicts of Interest – Credit Derivatives Determinations Committees" for additional information regarding conflicts of interest. The Credit Derivatives Determinations Committees will act in accordance with the Rules and will make determinations that are relevant for Credit Derivative Transactions that incorporate, or are deemed to incorporate, the 2014 ISDA Credit Derivatives Definitions (the "**2014 Definitions**") or the 2003 ISDA Credit Derivatives Definitions, as supplemented by the March 2009 Supplement or the 2003 ISDA Credit Derivatives Definitions, as supplemented by the July 2009 Supplement (the "**Updated 2003 Definitions**"). ISDA will serve as the secretary of each Credit Derivatives Determinations Committee and will perform administrative duties and make certain determinations as provided for under the Rules.

**Decision-making Process of the Credit Derivatives Determinations Committees**

Each DC Resolution by a Credit Derivatives Determinations Committee will apply to Credit Derivative Transactions that incorporate, or are deemed to incorporate, the 2014 Definitions or the Updated 2003 Definitions (depending on the applicable "Coverage Election" and subsequent determinations of the Credit Derivatives Determinations Committee) and for which the relevant provisions are not materially inconsistent with the provisions with respect to which the Credit Derivatives Determinations Committee bases its determination. As a result, determinations by the Credit Derivatives Determinations Committees are not applicable to the Holders, unless specified otherwise in the terms of the Credit Securities. The Credit Derivatives Determinations Committees shall have no ability to amend the terms of the Credit Securities. Furthermore, the institutions on the Credit Derivatives Determinations Committees owe no duty to the Holders. See "Risk Factors - Rights Associated with Credit Derivatives Determinations Committees" for further information. The terms of the Credit Securities provide that the Holders will be subject to certain determinations by the Credit Derivatives Determinations Committees. The Credit Derivatives Determinations Committees will be able to make determinations without action or knowledge by the Holders.

A Credit Derivatives Determinations Committee will be convened upon referral of (i) a question to ISDA by an identified eligible market participant and the agreement of at least one of the voting members of the relevant Credit Derivatives Determinations Committee to deliberate the question, or (ii) a question to ISDA by an unidentified eligible market participant and the agreement of at least two of the voting members of the relevant Credit Derivatives Determinations Committee to deliberate the question, or (iii) a question to ISDA by an eligible market participant which is an Eligible CCP (being an eligible clearing entity) and such question is not designated as a "General Interest

Question" and relates to an eligible cleared Reference Entity with respect to such Eligible CCP and to certain specified matters such as a Credit Event, Potential Repudiation/Moratorium and/or Successor. ISDA will convene the Credit Derivatives Determinations Committee for the region to which the referred question relates, as determined in accordance with the Rules. Any party to a transaction that incorporates, or is deemed to incorporate, the 2014 Definitions or the Updated 2003 Definitions may refer a question to ISDA for a Credit Derivatives Determinations Committee to consider. Therefore, a binding determination may be made with respect to the Credit Securities without any action by the Holders. Holders (in their capacity as holders of the Credit Securities) will not be able to refer questions to the Credit Derivatives Determinations Committees.

Once a question is referred to a Credit Derivatives Determinations Committee, a DC Resolution may result quickly, as a binding vote usually must occur within two business days of the first meeting held with respect to such question unless the timeframe is extended by agreement of at least 80% of the voting members participating in a vote held in accordance with the Rules. In addition, voting members of the Credit Derivatives Determinations Committees are required to participate in each binding vote, subject only to limited abstention rights. Notices of questions referred to the Credit Derivatives Determinations Committees, meetings held to deliberate such questions, meeting statements and the results of binding votes will be published on the ISDA website and neither the Issuer, the Calculation Agent nor any of their respective Affiliates shall be obliged to inform the Holders of such information (other than as expressly provided in the Final Terms). Holders shall therefore be responsible for obtaining such information. See "Risk Factors – Rights Associated with Credit Derivatives Determinations Committees".

The Credit Derivatives Determinations Committees have the ability to make determinations that may materially affect the Holders. The Credit Derivatives Determinations Committees will be able to make a broad range of determinations in accordance with the Rules that may be relevant to the Credit Securities and materially affect the Holders. For each of the general types of questions discussed below, the Credit Derivatives Determinations Committees may determine component questions that arise under the 2014 Definitions or the Updated 2003 Definitions, or the Rules and that are related to the initial question referred. Since the terms governing the credit-linked elements of the Credit Securities are substantially similar to the 2014 Definitions or, as the case may be, the Updated 2003 Definitions, such determinations may affect the Holders, as further described below.

**Credit Events**

The Credit Derivatives Determinations Committees will be able to determine whether a Credit Event has occurred and, if applicable, the date of such Credit Event. Related questions that are also within the scope of the Credit Derivatives Determinations Committees are whether a Potential Failure to Pay or a Potential Repudiation/Moratorium has occurred. In addition, the Credit Derivatives Determinations Committees will also determine, where necessary, whether the required Publicly Available Information has been provided. Each of these determinations, other than whether the required Publicly Available Information has been provided, requires the agreement of at least 80% of the voting members participating in a binding vote held in accordance with the Rules in order to avoid the referral of the question to the external review process, as described further below. The determination of whether the required Publicly Available Information has been provided requires the agreement of at least a majority of the voting members participating in a binding vote held in accordance with the Rules and is not eligible for external review. Each of these determinations may affect whether an Event Determination Date will occur under the Credit Securities. If the Credit Derivatives Determinations Committee Resolves that a Credit Event has occurred with respect to one of the Reference Entity(ies) on or after the Credit Event Backstop Date, then an Event Determination Date is deemed to have occurred in respect of the Credit Securities.

**Successors**

The Credit Derivatives Determinations Committees will be able to determine whether there are any Successor or Successors to a Reference Entity and the relevant Succession Date. In addition, the Credit Derivatives Determinations Committees will also determine the identity of the Successor(s) in accordance with the Rules. For a Reference Entity

that is not a Sovereign, the Credit Derivatives Determinations Committees will determine the Relevant Obligation(s) of the Reference Entity (including any adjustments required to be made if there is a Steps Plan), the proportion of the Relevant Obligation(s) to which each purported Successor succeeds and the Succession Date. For a Reference Entity that is a Sovereign, the Credit Derivatives Determinations Committees will determine the Relevant Obligation(s) of the Reference Entity (including any adjustments to be made if there is a Steps Plan), whether a Sovereign Succession Event has occurred, if so the proportion of the Relevant Obligation(s) to which each purported Successor succeeds, and the Succession Date. Each of these determinations requires the agreement of at least 80% of the voting members participating in a binding vote held in accordance with the Rules in order to avoid the referral of the question to the external review process, as described further below, except for the actual identification of the Successor(s) for a Reference Entity (which only requires a majority and is not eligible for external review). The Calculation Agent may use the relevant DC Resolutions of the Credit Derivatives Determinations Committees in order to determine Successor(s) to the Reference Entity(ies).

**Other Questions**

The Credit Derivatives Determinations Committees will be able to determine whether circumstances have occurred that require a Substitute Reference Obligation to be identified and, if so, the appropriate Substitute Reference Obligation. In addition, the Credit Derivatives Determinations Committees will be able to determine whether an entity that acts as seller of protection under one or more transactions (such entity, the "**Relevant Seller**") or a Reference Entity has consolidated or amalgamated with, or merged into, or transferred all or substantially all its assets to, the Reference Entity or the Relevant Seller, as applicable, or that the Relevant Seller and the Affected Reference Entity have become Affiliates. Each of these determinations requires the agreement of at least 80% of the voting members participating in a binding vote held in accordance with the Rules in order to avoid the referral of the question to the external review process, as described further below. The Calculation Agent may follow such DC Resolutions in making the equivalent determinations with respect to the Credit Securities.

The Credit Derivatives Determinations Committees will be able to determine other referred questions that are relevant to the credit derivatives market as a whole and are not merely a matter of bilateral dispute. Such questions require the agreement of at least 80% of the voting members participating in a binding vote held in accordance with the Rules for each Credit Derivatives Determinations Committee implicated by the relevant question, as determined in accordance with the Rules, in order to avoid the possible referral of the question to the external review process, as described further below. Furthermore, the question relating to such DC Resolution may also be referred to the external review process if at least a majority of the voting members participating in a binding vote held in accordance with the Rules agree. Any guidance given by the Credit Derivatives Determinations Committees with respect to questions of interpretation of the 2014 Definitions or, as the case may be, the Updated 2003 Definitions are likely to influence the Calculation Agent in interpreting equivalent provisions under the Notes.

Any such question can be submitted to the Credit Derivatives Determinations Committees by an unidentified eligible market participant for deliberation. The relevant Credit Derivatives Determinations Committee(s) will deliberate such question upon the agreement of at least two of the voting members of the relevant Credit Derivatives Determinations Committee to deliberate the question. Once the deliberations on such question have commenced, the relevant Credit Derivatives Determinations Committee will proceed in accordance with the procedures described above with respect to the relevant question category, except that the identity of the eligible market participant who submitted the question will not be revealed to the members of the Credit Derivatives Determinations Committees or the general public.

**External Review**

As described immediately above, certain questions deliberated by the Credit Derivatives Determinations Committees are subject to an external review process if the required threshold is not met during the binding vote held with respect to such question. For such questions, if at least 80% of the voting members participating in a binding vote held in accordance with the Rules fail to agree, the question will be automatically referred to the external review process.

Questions that are not eligible for external review often require only a simple majority of participating voting members to agree in order to reach a DC Resolution.

Questions referred to external review will be considered by a panel of three independent individuals who will be selected by either the relevant Credit Derivatives Determinations Committee or by ISDA at random. The default duration of the external review process (which can be modified by the relevant Credit Derivatives Determinations Committee in accordance with the Rules) is twelve business days from the referral of the question and contemplates the receipt of both written submissions and oral argument. Any member of ISDA may provide written submissions to the external reviewers, which will be made available to the public on the ISDA website, and the conclusion reached in accordance with the external review process will be binding on the Holders. In instances where the vote of the relevant Credit Derivatives Determinations Committee was less than or equal to 60%, the decision of a majority of the external reviewers will be determinative. However, in instances where the vote of the relevant Credit Derivatives Determinations Committee was between 60% and 80%, all three external reviewers must agree in order to overturn the vote of the Credit Derivatives Determinations Committee.

Holders should be aware that the external reviewers may not consider new information that was not available to the relevant Credit Derivatives Determinations Committee at or prior to the time of the binding vote and questions may be returned to the Credit Derivatives Determinations Committee for another vote if new information becomes available. In addition, if the external reviewers fail to arrive at a decision for any reason, the entire process will be repeated. As a result, the external review process may be elongated in certain situations, leaving questions that may materially affect the Holders unresolved for a period of time.

**The Composition of the Credit Derivatives Determinations Committees**

Each Credit Derivatives Determinations Committee is composed of fifteen voting members and three non-voting consultative members. Ten of the voting members are dealer institutions, with eight serving across all regions and two potentially varying by region. The other five voting members are non-dealer institutions that serve across all regions. The three non-voting consultative members consist of one dealer institution and one non-dealer institution that serve across all regions and one dealer institution that could potentially vary by region. For the first composition of the Credit Derivatives Determinations Committees only, an additional non-voting dealer institution has been selected to serve across all regions.

Holders will have no role in the composition of the Credit Derivatives Determinations Committees. Separate criteria applies with respect to the selection of dealer and non-dealer institutions to serve on the Credit Derivatives Determinations Committees and the Holders will have no role in establishing such criteria. In addition, the composition of the Credit Derivatives Determinations Committees will change from time to time in accordance with the Rules, as the term of an institution may expire or an institution may be required to be replaced. The Holders will have no control over the process for selecting institutions to participate on the Credit Derivatives Determinations Committees and, to the extent provided for in the Credit Securities, will be subject to the determinations made by such selected institutions in accordance with the Rules.

**Ability of the Calculation Agent or its Affiliates to influence the Credit Derivatives Determinations Committees**

As of the date hereof, the Calculation Agent (or one of its Affiliates) is a voting member on each of the Credit Derivatives Determinations Committees. In such capacity, it may take certain actions that may influence the process and outcome of decisions of the Credit Derivatives Determinations Committees, including (without limitation): (a) agreeing to deliberate a question referred to ISDA, (b) voting on the resolution of any question being deliberated by a Credit Derivatives Determinations Committee and (c) advocating a certain position during the external review process. In addition, as a party to transactions which incorporate, or are deemed to incorporate, the 2014 Definitions or the Updated 2003 Definitions, the Calculation Agent may refer a question to ISDA for a Credit Derivatives Determinations Committee to deliberate. In deciding whether to take any such action, the Calculation Agent (or its Affiliate) shall be

under no obligation to consider the interests of any Holder. See "Potential conflicts of interest of the Calculation Agent" below for additional information.

**Potential Conflicts of interest of the Calculation Agent**

Since, as of the date hereof, the Calculation Agent (or one of its Affiliates) is a voting member on each of the Credit Derivatives Determinations Committees and is a party to transactions which incorporate, or are deemed to incorporate, the 2014 Definitions or the Updated 2003 Definitions, it may take certain actions which may influence the process and outcome of decisions of the Credit Derivatives Determinations Committees. See "Ability of the Calculation Agent or its Affiliates to influence the Credit Derivatives Determinations Committees" above for additional information. Such action may be adverse to the interests of the Holders and may result in an economic benefit accruing to the Calculation Agent. In taking any action relating to the Credit Derivatives Determinations Committees or performing any duty under the Rules, the Calculation Agent shall have no obligation to consider the interests of the Holders and may ignore any conflict of interest arising due to its responsibilities under the Credit Securities.

Holders will have no recourse against either the institutions serving on the Credit Derivatives Determinations Committees or the external reviewers. Institutions serving on the Credit Derivatives Determinations Committees and the external reviewers, among others, disclaim any duty of care or liability arising in connection with the performance of duties or the provision of advice under the Rules, except in the case of gross negligence, fraud or wilful misconduct. Furthermore, the institutions on the Credit Derivatives Determinations Committees do not owe any duty to the Holders and the Holders will be prevented from pursuing claims with respect to actions taken by such institutions under the Rules.

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

Holders shall be responsible for obtaining information relating to deliberations of the Credit Derivatives Determinations Committees. Notices of questions referred to the Credit Derivatives Determinations Committees, meetings held to deliberate such questions and the results of binding votes will be published on the ISDA website and neither the Issuer, the Calculation Agent nor any of their respective Affiliates shall be obliged to inform the Holders of such information (other than as expressly provided in the applicable Final Terms). Failure by the Holders to be aware of information relating to deliberations of a Credit Derivatives Determinations Committee will have no effect under the applicable Final Terms and Holders are solely responsible for obtaining any such information.

**Amendments to the Rules**

The Rules may be amended from time to time without the consent or input of the Holders and the powers of the Credit Derivatives Determinations Committees may be expanded or modified as a result.

## Part B

This Part B shall only apply if the Final Terms of the Securities specify that Part B of Annex 12 (Additional Terms and Conditions for Credit Securities) applies. Where this Part B applies, for the avoidance of doubt, the terms of Part A of Annex 12 shall not apply to the Securities. This Part B shall not apply to Credit Warrants.

### 1. General

The Final Terms shall specify:

(i) the Reference Entity;

(ii) the Trade Date; and

(iii) the Maturity Date or Redemption Date, as applicable.

### 2. Redemption

(a) **Redemption absent Event Determination Date**

The Issuer will redeem each Credit Certificate or Note on the related Credit Security Settlement Date (as such date may be extended in accordance with the definition thereof) by payment of an amount equal to the Cash Settlement Amount of such Certificate unless:

(i) an Automatic Early Redemption Event has occurred (if applicable);

(ii) the Credit Securities have been previously redeemed or purchased or cancelled in full (including pursuant to Credit Security Condition 2(b)); or

(iii) an Event Determination Date occurs, in which event the Issuer shall redeem the Credit Securities in accordance with Credit Security 2(b).

(b) **Redemption following Event Determination Date**

Upon the occurrence of an Event Determination Date in relation to a Reference Entity, each Certificate or Note will be redeemed at the Credit Event Settlement Amount on the Cash Settlement Date in full satisfaction of the Issuer's obligations under such Credit Security.

(c) **Miscellaneous provisions relating to Redemption**

Any amount payable under Credit Security Condition 2(b) shall be rounded downwards to the nearest sub-unit of the relevant currency.

### 3. Interest

(a) **Cessation of Interest Accrual**

Upon the occurrence of a Credit Event Determination Date in respect of the Reference Entity, interest shall cease to accrue with effect from, and including, either:

(i) the Interest Payment Date immediately preceding such Credit Event Determination Date (or, in the case of the first Interest Period, the Interest Commencement Date); or

(ii) if so specified in the applicable Final Terms, such Credit Event Determination Date.

(b) **Interest following Scheduled Maturity**

Subject always to Credit Security Condition 3(a), if an Extension Notice has been given, no interest will accrue on each Credit Security which is outstanding from, and including, the Maturity Date or Redemption Date (as applicable) to, and including, the related Credit Security Settlement Date.

(c) **Interest Payment Dates**

If the Credit Securities are redeemed pursuant to the W&C Security Conditions or the Note Conditions as applicable or these Credit Security Conditions, the Redemption Date, or the Maturity Date, the Credit Security Settlement Date (if not the Redemption Date or the Maturity Date) or the Cash Settlement Date, as the case may be, shall be an Interest Payment Date in respect of each Credit Security and the Issuer shall pay any interest that has accrued (and is unpaid) in respect of each Credit Security on such Interest Payment Date.

(d) **General**

For the avoidance of doubt, this Credit Security Condition 3 shall apply only where the Final Terms specify that the Credit Securities bear interest.

**4. Event Determination Date**

An "**Event Determination Date**" will occur upon the Calculation Agent delivering to the Issuer a Credit Event Notice.

**5. Miscellaneous Provisions relating to Credit Certificates and Notes**

(a) **Hedge Counterparty**

The Issuer will procure that the Hedge Counterparty uses reasonable endeavours to obtain from the Reference Entity payment of the amount specified in the Unwind Notice and all amounts standing to the credit of the Deposit.

(b) **Determinations of the Calculation Agent**

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Credit Securities shall (in the absence of manifest error) be final and binding on the Issuer, the Guarantor (if applicable) and the Holders. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. Unless otherwise expressly stated, the Calculation Agent is not bound to follow or act in accordance with any determination of the relevant Credit Derivatives Determinations Committee. If the Calculation Agent chooses to rely on the determinations of the relevant Credit Derivatives Determinations Committee it may do so without liability. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Credit Securities including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent, the Issuer or the Guarantor (if applicable) shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

(c) **Delivery of Notices**

As soon as reasonably practicable after receiving a Credit Event Notice or Extension Notice from the Calculation Agent, the Issuer shall promptly inform, or shall procure that the Calculation Agent informs the Holders in accordance with W&C Security Condition 10 or Note Condition 16, as applicable.

## 6. Definitions

The following definitions shall apply to the Credit Securities.

"**Bankruptcy**" means the Reference Entity:

(i) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(ii) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;

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

(iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;

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

(vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(vii) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or

(viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (i) to (vii).

"**BNP Paribas Group**" means BNP Paribas and its consolidated subsidiaries.

"**Cash Settlement Date**" means the date falling three Business Days (or such other number of days specified in the applicable Final Terms) after the Credit Event Valuation Date.

"**Credit Derivatives Determinations Committee**" means each committee established by ISDA for the purposes of reaching certain DC Resolutions in connection with credit derivative transactions in the over the counter markets, as more fully described in the Rules.

"**Credit Event**" means the occurrence of a Bankruptcy with respect to the Reference Entity or a Failure to Pay.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

(a) any lack or alleged lack of authority or capacity of a Reference Entity to enter into the Reference Obligation;

(b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to the Reference Obligation, however described;

(c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

(d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

"**Credit Event Determination Date**" means the first date on which a Credit Event Notice is effective.

"**Credit Event Notice**" means an irrevocable notice from the Calculation Agent to the Issuer that describes a Credit Event that occurred on or after the Trade Date and on or prior to the earlier of (i) if Automatic Early Redemption Event is specified as applicable in the Final Terms, the Automatic Early Redemption Date immediately following the Automatic Early Redemption Valuation Date on which an Automatic Early Redemption Event has occurred and (ii) the day falling two Business Days prior to the Credit Security Settlement Date.

"**Credit Event Settlement Amount**" means an amount per Security subject to a minimum of zero, equal to:

NA × (Security Value – Redemption Adjustment).

"**Credit Event Valuation Date**" means any Business Day from, and including the Credit Event Determination Date to, and including, the Credit Event Valuation Period End Date as selected by the Calculation Agent in its sole discretion (such period, the "**Credit Event Valuation Period**") provided that the Credit Event Valuation Date may be postponed where the Valuation Extension Condition is satisfied, in which case the Credit Event Valuation Date will be any Business Day from, and including the Credit Event Determination Date to, and including, the last Business Day of the Extended Valuation Period, as selected by the Calculation Agent in its sole discretion.

"**Credit Event Valuation Period End Date**" means, unless specified otherwise in the applicable Final Terms, the day falling 180 Business Days following the Credit Event Determination Date.

"**Credit Security Settlement Date**" means:

(a) the Maturity Date or Redemption Date, as applicable; or

(b) where the Issuer, having received from the Calculation Agent an Extension Notice in relation to the Reference Entity, delivers it to the Holders on or prior to the day falling three Business Days prior to the Maturity Date or Redemption Date, as applicable, the Extended Redemption Date.

"**DC Resolution**" has the meaning given to it in the Rules.

"**Distributor**" means the Reference Entity.

"**Extended Redemption Date**" means the date that is five Business Days following the later of:

(a) the Maturity Date or Redemption Date, as applicable where paragraph (a) of the definition of "Extension Notice" applies; and

(b) the last day of the Grace Period where paragraph (b) of the definition of "Extension Notice" applies.

"**Extension Notice**" means a notice delivered by the Calculation Agent to the Issuer stating that (a) without prejudice to sub-paragraph (b), a Credit Event has occurred or may occur on or prior to the Maturity Date or Redemption Date, as applicable or (b) a Potential Failure to Pay has occurred or may occur on or prior to the Maturity Date or Redemption Date, as applicable.

"**Extended Valuation Period**" means the period from, and including the Credit Event Determination Date to, and including the day falling 720 calendar days (or such other day specified in the applicable Final Terms) following the Credit Event Determination Date.

"**Failure to Pay**" means, after the expiration of the Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under the Reference Obligation in accordance with the terms of such Reference Obligation at the time of such failure.

"**Final Price**" means the amount expressed as a percentage of the Reference Obligation Notional Amount (as at the date the Credit Event occurred) equal to:

(a) (i) the amount received by the Hedge Counterparty from the Reference Entity in relation to the Reference Obligation in the period from, and including, the day on which the relevant Credit Event occurred to, and including, the last day in the Credit Event Valuation Period; or

(i) if the Hedge Counterparty in its sole discretion acting in a commercially reasonable manner elects to transfer its rights in respect of the Reference Obligation to a third party (which may be an affiliate of the Hedge Counterparty) on an arm's length basis and the Hedge Counterparty effects a transfer of such rights on or prior to the last day in the Credit Event Valuation Period, the amount received from the third party to which the Hedge Counterparty has been able to transfer its rights related to the Reference Obligation less any costs or expenses incurred in or relating to such transfer;

(b) where the Valuation Extension Condition is satisfied, the amount paid by the Reference Entity to the Hedge Counterparty in relation to the Reference Obligation on or prior to the last Business Day of the Extended Valuation Period; and

(c) if no amount has been paid to the Hedge Counterparty by the Reference Entity on or prior to the last day of the Credit Event Valuation Period or, if the Valuation Extension Condition is satisfied, the last Business Day of the Extended Valuation Period and the Hedge Counterparty has not transferred its rights related to the Reference Obligation to a third party on or prior to the last day of the Credit Event Valuation Period, the Final Price shall be deemed to be equal to zero.

For the avoidance of doubt, the Final Price as determined in accordance with sub-paragraphs (a) and (b) may be deemed to be equal to zero.

If "Zero Recovery" is specified as applicable in the Final Terms, the Final Price shall be zero.

"**Grace Period**" means the period of 15 Business Days (or such other period specified in the Final Terms) from the date on which an Unwind Notice has been delivered to the Reference Entity.

"**Hedge Counterparty**" means, unless specified otherwise in the applicable Final Terms, BNP Paribas Arbitrage S.N.C.

"**ISDA**" means the International Swaps and Derivatives Association, Inc (or any successor thereto).

"**NA**" means the Notional Amount.

"**Non Recovered Loss**" means an amount expressed as a percentage calculated in accordance with the following formula:

$$\frac{RONA}{ONA} \times (100\% - \text{Final Price}).$$

"**Outstanding Notional Amount**" or "**ONA**" means the outstanding notional amount of all issued Certificates which have not been redeemed or are not held by an entity in the BNP Paribas Group.

"**Payment Requirement**" means EUR 1 (or such other amount specified in the applicable Final Terms).

"**Potential Failure to Pay**" means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement in respect of the Reference Obligation, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to the Reference Obligation, in accordance with the terms of the Reference Obligation at the time of such failure.

"**Redemption Adjustment**" means the aggregate of (i) any costs expressed as a percentage of the Outstanding Notional Amount payable by the Hedge Counterparty, the Issuer or any of its Affiliates to unwind or terminate any hedging transaction or hedging positions related to the Certificates and (ii) any Non Recovered Loss on the Reference Obligation.

"**Reference Obligation**" means a cash deposit by the Hedge Counterparty (the "**Deposit**") with the Reference Entity in an amount equal to the Reference Obligation Notional Amount from time to time.

"**Reference Obligation Notional Amount**" or "**RONA**" means an amount placed on deposit with the Reference Entity by the Hedge Counterparty upon issue of the Securities, as reduced by an amount equal to any withdrawals made by the Hedge Counterparty from the Deposit from time to time or increased by any cash transfers made by the Hedge Counterparty into the Deposit from time to time.

"**Reference Entity**" means the party specified as such in the applicable Final Terms and any Successor thereto.

"**Rules**" means the Credit Derivatives Determinations Committee Rules, as published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

"**Security Value**" means the fair market value of the Security immediately prior to the occurrence of the Credit Event expressed as a percentage of the Notional Amount of the Security as determined by the Calculation Agent and, in respect of such determination, that the Calculation Agent shall ignore the credit-linked component and credit linked provisions of the Security for the purposes of such valuation.

"**Succession Event**" means an event such as a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement;

"**Successor**" means any direct or indirect successor to the Reference Entity which assumes the Reference Obligation following a Succession Event in respect of the Reference Entity or, if there is more than one such successor entity, the successor entity which assumes the highest proportion of the outstanding balance of the Reference Obligation as determined by the Calculation Agent, provided that if more than one successor entity assumes such highest proportion of such Reference Obligation, the successor entity shall be determined by the Calculation Agent acting in a commercially reasonable manner.

"**Unwind Notice**" means a notice to the Reference Entity requesting the withdrawal of all or any part of the amounts standing to the credit of the Deposit.

"**Valuation Extension Condition**" means (i) the transfer of the Hedge Counterparty's rights relating the Reference Obligation has not been possible on or prior to the last day in the Credit Event Valuation Period, (ii) no amount has yet been received by the Hedge Counterparty from the Reference Entity in respect of the Reference Obligation on or prior to the last day in the Credit Event Valuation Period and (iii) the Hedge Counterparty determines that the Final Price is likely to be higher than zero if there is an Extended Valuation Period and the Credit Event Valuation Date is postponed and it notifies the Calculation Agent accordingly.

## ANNEX 13

## ADDITIONAL TERMS AND CONDITIONS FOR SECURED SECURITIES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to W&C Securities specified in the applicable Final Terms as Secured Securities shall comprise the terms and conditions of W&C Securities (the "**W&C Security Conditions**") and the additional Terms and Conditions for Secured Securities set out below (the "**Collateral Security Conditions**"), together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the W&C Security Conditions and (ii) the Collateral Security Conditions, the Collateral Security Conditions shall prevail.

### Part A

The provisions of this Part A apply in relation to Secured Securities unless the Final Terms of such Secured Securities specify that Part B of this Annex 13 or Part C of this Annex 13 shall apply. Where this Part A applies, for the avoidance of doubt, the terms of PART B of Annex 13 and Part C of Annex 13 shall not apply to the Securities.

**1. Definitions**

"**Additional Security Document**" means any security document which is entered into by the Issuer in respect of a Collateral Pool in addition to a Pledge Agreement;

"**Aggregate Cash Settled Final Security Value**" means, in respect of a Collateral Pool, the sum of the Aggregate Final Security Values of each series of Secured Securities secured by such Collateral Pool to which Collateral Cash Settlement is applicable;

"**Aggregate Collateral Proceeds Share**" means, in respect of a series of Secured Securities, the product of the Collateral Percentage applicable to such series of Secured Securities and the Realisation Amount in respect of the Collateral Pool which secures such series of Secured Securities;

"**Aggregate Delivery Share**" means, in respect of a series of Secured Securities, the product of the Collateral Percentage applicable to such series of Secured Securities and the Collateral Assets Value in respect of the Collateral Pool which secures such series of Secured Securities;

"**Aggregate Final Security Value**" means, in respect of a series of Securities, the aggregate of the Final Security Values of each Secured Security in such series of Secured Securities;

"**Aggregate Physically Settled Final Security Value**" means, in respect of a Collateral Pool, the Aggregate Final Security Values of each series of Secured Securities secured by such Collateral Pool to which Physical Delivery of Collateral is applicable;

"**Alternative Security Document**" means any security document which is entered into by the Issuer in respect of a Collateral Pool as an alternative to a Pledge Agreement;

"**BNPP Holding**" means, at any time, in respect of a series of Secured Securities, the number of Secured Securities held by the Issuer and/or any Affiliate(s) of the Issuer;

"**Cash Collateral Value**" has the meaning given to it in Collateral Security Condition 3.2;

"**Cash Portion Percentage**" means in respect of a Collateral Pool, the amount (expressed as a percentage) equal to the Aggregate Cash Settled Final Security Value applicable to such Collateral Pool divided by Pool Aggregate Final Security Value;

"**Cash Settled Portion**" means an amount equal to the product of the Cash Portion Percentage and the Collateral Assets Value;

"**Cash Settled Portion Assets**" means Collateral Assets in a nominal amount equal to the Cash Settled Portion (where Nominal Value Collateralisation or Partial Nominal Value Collateralisation is applicable) or with a marked to market value equal to the Cash Settled Portion (where MTM Collateralisation or Partial MTM Collateralisation is applicable);

"**Collateral Account**" has the meaning given to it in Collateral Security Condition 3.2;

"**Collateral Agent**" means BNP Paribas Trust Corporation UK Limited, or such other entity as is specified in the applicable Final Terms, and, if applicable, any sub-agent of, or any other entity appointed by the Collateral Agent;

"**Collateral Asset Default Determination Date**" means the date on which it is determined by the Calculation Agent that a Collateral Asset Default or Collateral Asset Issuer Default, as the case may be, has occurred for the purposes of Collateral Security Condition 7.2;

"**Collateral Asset Issuer**" means the issuer of, and/or obligor in respect of, any relevant Collateral Assets;

"**Collateral Assets**" means any Eligible Collateral specified in the applicable Final Terms (if any) and any Eligible Collateral delivered to the Collateral Custodian as additional or alternative Collateral Assets, together with, in each case, any accrued interest, redemption proceeds, income or other assets derived from such Eligible Collateral to the extent held in the relevant Collateral Account but shall not include any Collateral Assets which have been withdrawn from a Collateral Account in accordance with the relevant Pledge Agreement and the Agency Agreement;

"**Collateral Assets Value**" means, in respect of a Collateral Pool, (i) an amount equal to the aggregate nominal amount of Collateral Assets held by the Issuer in the Collateral Account in respect of such Collateral Pool where Nominal Value Collateralisation and/or Partial Nominal Value Collateralisation are applicable to each series of Secured Securities secured by the relevant Collateral Pool or (ii) an amount equal to the aggregate marked to market value (expressed as an amount) (as determined by the Collateral Agent) of the Collateral Assets held by the Issuer in the Collateral Account in respect of such Collateral Pool, where MTM Collateralisation and/or Partial MTM Collateralisation are applicable to each series of the Secured Securities secured by the relevant Collateral Pool;

"**Collateral Calculation Agent**" means BNP Paribas Arbitrage S.N.C. or such other entity specified in the applicable Final Terms;

"**Collateral Cash Settlement**" means, following the occurrence of an Enforcement Event, realisation of all or certain of the Collateral Assets is to take place in accordance with Collateral Security Condition 3.3 and Collateral Cash Settlement shall apply to each series of Secured Securities where the Final Terms provide that it shall apply;

"**Collateral Custodian**" means BNP Paribas Securities Services, Luxembourg Branch and/or such other entity as is specified in the applicable Final Terms, and, if applicable, any sub-custodian of, or any other entity appointed by the Collateral Custodian;

"**Collateral Delivery Date**" means, in respect of a Collateral Pool, the date scheduled by the Collateral Agent to be the date on which the Collateral Agent intends to deliver the Collateral Assets in such Collateral Pool to Holders in accordance with Collateral Security Condition 3.6;

"**Collateral Delivery Rounding Amount**" has the meaning given to it in Collateral Security Condition 3.6;

"**Collateral Early Settlement Amount**" has the meaning given to it in Collateral Security Condition 7.3 (in the case of Certificates) or Collateral Security Condition 7.4 (in the case of Warrants), as the case may be;

"**Collateral Enforcement Proceeds**" means the proceeds of realisation of, or enforcement with respect to, the Collateral Assets in a Collateral Pool;

"**Collateral Percentage**" means, in respect of a series of Secured Securities, the amount (expressed as a percentage) equal to the Aggregate Final Security Value applicable to such series of Secured Securities divided by the Pool Aggregate Final Security Value applicable to the Collateral Pool which secures such series of Secured Securities;

"**Collateral Pool**" means a pool of Collateral Assets (including a cash deposit) held in a Collateral Account which secure one or more series of Secured Securities as specified in the applicable Final Terms;

"**Collateral Proceeds Share**" means, in respect of a series of Secured Securities, the *pro rata* share of a Secured Security within such series in the Aggregate Collateral Proceeds Share applicable to such series of Secured Securities;

"**Collateral Settlement Disruption Event**" means due to an event beyond the control of the Collateral Agent, the Collateral Agent determines it is impossible or illegal for the Collateral Agent to deliver the relevant Entitlement to a Holder on the related Collateral Delivery Date due to failure of the relevant clearance system or due to any law, regulation, court order or market conditions;

"**Collateral Security Credit Certificate**" means a Certificate in respect of which the Final Terms specify that Collateral Security Condition 8 will apply;

"**Collateral Split Rounding Amount**" has the meaning given to it in Collateral Security Condition 3.8;

"**Collateral Valuation Date**" means a date on which the Collateral Calculation Agent determines the marked to market value of the Collateral Assets in the relevant Collateral Pool and, if MTM Collateralisation or Partial MTM Collateralisation is specified in the applicable Final Terms, the marked to market value of the relevant Secured Securities, on such periodic basis as is specified in the applicable Final Terms;

"**Collateral Value**" means the Cash Collateral Value or the Securities Collateral Value, as the case may be;

"**Collective Investment Scheme**" means any scheme or arrangement made or offered by any company, under which the contributions or payments made by investors are pooled and utilised with a view to receiving profits, income, property or other benefit and managed on behalf of investors;

"**Delivery Share**" means, in respect of a series of Secured Securities, the pro rata share of a Secured Security within such series in the Aggregate Delivery Share applicable to such series of Secured Securities;

"**Default Notification**" means the delivery of a written notice by a Holder to each of the Issuer, the Principal Security Agent, the Collateral Agent, the Swap Counterparty (if any) and the Repo Counterparty (if any) specifying that an Event of Default has occurred in accordance with Collateral Security Condition 6.1;

"**Dispute Period**" means the period commencing on the day on which the Collateral Agent receives a Default Notification and ending at 5:00 pm (Paris time) on the fifth Business Day following such receipt;

"**Eligible Collateral**" means (i) assets which are one or more of the types of asset which are listed in the Eligible Collateral Annex to this Annex and which are specified in the applicable Final Terms to be Eligible Collateral for the relevant Collateral Pool and (ii) any Fallback Collateral (if applicable);

"**Enforcement Event**" means the delivery of an Enforcement Notice by the Collateral Agent to each of the Issuer, the Principal Security Agent, the Collateral Custodian, the Swap Counterparty (if any) and Repo Counterparty (if any);

"**Enforcement Expenses**" means all amounts due to the Collateral Agent and/or any appointee or agent thereof, including any costs, expenses and taxes incurred in connection with the realisation of, or enforcement with respect to the Collateral Assets in a Collateral Pool and distribution of such proceeds and/or, where applicable, delivery of Collateral Assets to the Holders of the related Secured Securities and any other unpaid amounts payable to the Collateral Agent by the Issuer under the Agency Agreement;

"**Enforcement Notice**" means a notice specifying that a Default Notification has been received from a Holder and no Event Dispute Notice has been received from the Issuer within the Dispute Period with respect to such Default Notification and that, as a result, the Secured Securities are immediately due and payable;

"**Event Dispute Notice**" means a notice from the Issuer to the Collateral Agent following receipt of a Default Notification specifying that the Issuer reasonably believes that the Event(s) of Default which are the subject of such Default Notification have not occurred, together with reasonable evidence supporting the Issuer's belief (including a description in reasonable detail of the facts relevant to the determination that an Event of Default has not occurred);

"**Fallback Collateral**" means, with respect to a Fallback Determination Date, assets which are one or more of the types of asset which are listed in the Eligible Collateral Annex to this Annex and which are specified in the applicable Final Terms as being Fallback Collateral, provided that on the relevant Fallback Determination Date, the Fallback Condition applies. In addition to the foregoing, any assets which constituted Fallback Collateral on an applicable Fallback Determination Date shall, for so long as such assets are held by the Issuer in the relevant Collateral Account relating to the relevant Collateral Pool, constitute Fallback Collateral;

"**Fallback Condition**" means that on the Fallback Determination Date the Issuer (having used commercially reasonable efforts) is unable to obtain sufficient Eligible Collateral to satisfy in whole or in part its obligation to deliver Eligible Collateral (which is not Fallback Collateral) to the Collateral Account (i) where it is required to do so or (ii) where it has elected to substitute Collateral Assets in the Collateral Account, in each case in accordance with the Collateral Security Conditions;

"**Fallback Determination Date**" means any day on which the Issuer (i) is required to transfer Eligible Collateral to the Collateral Account or (ii) elects to substitute Collateral Assets in the Collateral Account, in each case in accordance with the Collateral Security Conditions;

"**Final Security Value**" means, in respect of a Secured Security (and in each case expressed as an amount) (a) if MTM Collateralisation is specified as applicable in the Final Terms relating thereto, the marked to market value of the relevant Secured Security, as determined for the purposes of Collateral Security Condition 3.2 as at the Collateral Valuation Date for the relevant Collateral Pool immediately prior to the occurrence of the Enforcement Event, (b) if Partial MTM Collateralisation is specified as applicable in the Final Terms relating thereto, the product of (i) the marked to market value of the relevant Secured Security, as determined for the purposes of Collateral Security Condition 3.2 as at the Collateral Valuation Date for the relevant Collateral Pool immediately prior to the occurrence of the Enforcement Event and (ii) the Partial Collateralisation Level applicable to the relevant series of Secured Securities, (c) if Nominal Value Collateralisation is specified as applicable in the Final Terms relating thereto, the relevant Secured Security's nominal value or (d) if Partial Nominal Value Collateralisation is specified as applicable in the applicable Final Terms relating thereto, the product of (i) the nominal value of such Secured Security and (ii) the Partial Collateralisation Level applicable to the relevant series of Secured Securities;

"**Haircut**" means a percentage by which the market value of a Collateral Asset is discounted to mitigate possible depreciation in the value of the relevant Collateral Asset in the period between the last valuation of such Collateral Asset and the realisation of such Collateral Asset.

"**Hedge Transaction**" means any transaction or trading position entered into or held by the Issuer and/or any of its Affiliates (including, without limitation, any purchase, sale, entry into or maintenance of one or more (a) positions or contracts in securities, options, futures, derivatives or foreign exchange, (b) stock loan transactions or (c) other instruments or arrangements (howsoever described) by a party) to hedge, directly or indirectly, individually or on a portfolio basis, the Issuer's obligations or positions (whether in whole or in part) in respect of the Secured Securities.

"**Holder Priority of Payments**" means the Collateral Enforcement Proceeds shall be used by the Collateral Agent to make payments in the following order of priority (in each case only if and to the extent that payments of a higher priority have been made in full):

(a) first, to pay any Enforcement Expenses to the Collateral Agent and/or any appointee or agent thereof;

(b) secondly, to pay the aggregate Security Termination Amounts due in respect of the relevant Secured Securities; and

(c) thirdly, to pay the balance (if any) to the Issuer.

"**Issuer**" means BNPP B.V.;

"**MTM Value**" means, in respect of a Secured Security, the marked to market value (expressed as an amount) of such Secured Security (taking into account all factors which the Collateral Agent determines relevant) immediately prior to the occurrence of an Enforcement Event, provided that no account shall be taken of the financial condition of (i) the Issuer which shall be deemed to be able to perform fully its obligations in respect of the Secured Securities or (ii) the Guarantor which shall be deemed to be able to perform fully its obligations in respect of the Guarantee and provided further that where the relevant Secured Security is one to which Cash Settlement is applicable and is a Secured Security in respect of which the Relevant Settlement Date is due to occur on or prior to the date on which the Enforcement Event occurred, the marked to market value of the Secured Security, for the purpose of determining such amount, may not be less than the Relevant Settlement Amount payable in respect thereof;

"**nominal value**" means, in respect of any Secured Security the Notional Amount of such Secured Security;

"**Option**" means the option entered into by the Issuer with an Affiliate of BNP Paribas in order to hedge the Issuer's obligations to pay in respect of the relevant Secured Securities a Cash Settlement Amount which may be equal to, less or greater than the Issue Price or which is payable in a Settlement Currency other than that in which the Certificates are denominated;

"**Option Value Amount**" means, subject to a minimum of zero, an amount in the Settlement Currency equal to each Placed Secured Securities' *pro rata* share of an amount equal to the marked to market value, on the Collateral Asset Default Determination Date, of the Option, as determined by the Calculation Agent;

"**Partial Collateralisation Level**" means the percentage specified as such in the applicable Final Terms;

"**Partial Nominal Amount**" means, in respect of a Secured Security, the product of (i) the nominal value of such Secured Security and (ii) the Partial Collateralisation Level applicable to the relevant series of Secured Securities;

"**Physical Delivery of Collateral**" means, following the occurrence of an Enforcement Event, Collateral Assets are to be delivered to the Holders of Secured Securities in accordance with Collateral Security Condition 3.6 and shall only apply to a series of Secured Securities where "Physical Delivery of Collateral" is specified as applicable in the applicable Final Terms;

"**Physical Portion Assets**" means Collateral Assets in a nominal amount equal to the Physically Settled Portion (where Nominal Value Collateralisation or Partial Nominal Value Collateralisation is applicable) or with a marked to market value equal to the Physically Settled Portion (where MTM Collateralisation or Partial MTM Collateralisation is applicable);

"**Physical Portion Percentage**" means, in respect of a Collateral Pool, the amount expressed as a percentage, equal to the Aggregate Physically Settled Final Security Value applicable to such Collateral Pool divided by the Pool Aggregate Final Security Value;

"**Physically Settled Portion**" means an amount equal to the product of the Physical Portion Percentage and the Collateral Asset Value;

"**Placed Secured Securities**" means, at any time, the number of Secured Securities outstanding less the number of any Secured Securities which form part of the BNPP Holding at such time;

"**Pledge**" means the Security Interests created, or intended to be created at any time in favour of the Collateral Agent on behalf of the relevant Holders under the Pledge Agreement relating to a Collateral Pool;

"**Pledge Agreement**" is as defined in Collateral Security Condition 3.2;

"**Pool Aggregate Final Security Value**" means, in respect of a Collateral Pool, the aggregate of the Final Security Values of each Secured Security which is secured by such Collateral Pool;

"**Priority of Payments**" means, in respect of a series of Secured Securities to which Physical Delivery does not apply, Holder Priority of Payments, Swap Counterparty Priority of Payments, Repo Counterparty Priority of Payments, Unwind Priority of Payments as specified in the applicable Final Terms, being the order of priority in which payments will be made using the Collateral Enforcement Proceeds in respect of such series of Secured Securities;

"**Realisation Amount**" means the net proceeds of realisation of, or enforcement with respect to, the Collateral Assets in a Collateral Pool following payment of any amount which is payable in priority to amounts due in respect of the Secured Securities which are secured by such Collateral Pool in accordance with the applicable Priority of Payments;

"**Relevant Settlement Amount**" means Cash Settlement Amount, Optional Redemption Amount, Collateral Early Settlement Amount or the relevant redemption amount payable under the Credit Securities, as the case may be;

"**Relevant Settlement Date**" means Cash Settlement Date, Optional Redemption Date or Settlement Date, as the case may be;

"**Repayable Assets**" has the meaning given to it in Collateral Security Condition 7.2;

"**Repo Counterparty**" means the entity specified as such in the applicable Final Terms;

"**Repo Counterparty Priority of Payments**" means the Collateral Enforcement Proceeds shall be used by the Collateral Agent to make payments in the following order of priority (in each case only if and to the extent that payments of a higher priority have been made in full):

(a) first, to pay any payment due to the Repo Counterparty under the Repurchase Agreement;

(b) secondly, to pay any Enforcement Expenses to the Collateral Agent and/or any appointee or agent thereof;

(c) thirdly, to pay to the Repo Counterparty any other amounts due thereto under the Repurchase Agreement which are not paid under paragraph (a) above;

(d) fourthly, to pay to the Swap Counterparty any payments due under the Swap Agreement (if any);

(e) fifthly, to pay the aggregate Security Termination Amounts due in respect of the relevant Secured Securities; and

(f) sixthly, to pay the balance (if any) to the Issuer.

"**Repurchase Agreement**" means the repurchase agreement entered into by the Issuer with the relevant Repo Counterparty in respect of the Secured Securities;

"**Rounding Amount**" means the aggregate of the Collateral Delivery Rounding Amount and the Collateral Split Rounding Amount payable to a Holder in respect of a Secured Security;

"**Securities Collateral Value**" has the meaning given to it in Collateral Security Condition 3.2;

"**Securities Value**" means an amount equal to the sum of, in respect of each series of Secured Securities secured by the same Collateral Pool, (i) the marked to market value of the Secured Securities where MTM Collateralisation is specified in the applicable Final Terms as applicable to such series of Secured Securities, (ii) the product of (A) the marked to market value of the Secured Securities and (B) the relevant Partial Collateralisation Level where Partial MTM Collateralisation is specified in the applicable Final Terms as applicable to such series of Secured Securities, (iii) the aggregate nominal value of the Secured Securities if such Secured Securities are Certificates and where Nominal Value Collateralisation is specified in the applicable Final Terms as applicable to such series of Secured Securities or (iv) the product of (A) the aggregate nominal value of the Secured Securities and (B) the relevant Partial Collateralisation Level if such Secured Securities are Certificates and where Partial Nominal Value Collateralisation is specified in the applicable Final Terms as applicable to such series of Secured Securities, provided that any Secured Securities which are, on the relevant Collateral Valuation Date, beneficially owned by BNPP B.V. or any of its Affiliates shall be disregarded as if they did not exist for the purposes of determining such amount;

"**Security Interests**" means any pledge, other encumbrance or security interest created under a Pledge Agreement;

"**Security Realised Amount**" is as defined in Collateral Security Condition 3.5;

"**Security Termination Amount**" means, in respect of a Secured Security, an amount determined by the Collateral Agent equal to:

(a) if Security Value Termination Amount is specified in the applicable Final Terms, the MTM Value of such Secured Security;

(b) if Security Value Realisation Proceeds is specified in the applicable Final Terms, such Secured Security's *pro rata* share of the Realisation Amount subject to a maximum amount equal to the MTM Value of such Secured Security;

(c) if Nominal Value Realisation Proceeds is specified in the applicable Final Terms and such Secured Security is a Certificate, the Secured Security's *pro rata* share of the Realisation Amount subject to a maximum amount equal to the nominal value of such Secured Security;

(d) if Partial Nominal Value Realisation Proceeds is specified in the applicable Final Terms and such Secured Security is a Certificate, the Secured Security's *pro rata* share of the Realisation Amount subject to a maximum amount equal to the product of (i) the nominal value of such Secured Security and (ii) the Partial Collateralisation Level applicable to the relevant series of Secured Securities;

(e) if Nominal Value Amount is specified in the applicable Final Terms and such Secured Security is a Certificate, the nominal value of such Secured Security;

(f) if Shortfall Value Amount is specified in the applicable Final Terms and such Secured Security is a Certificate, the sum of (i) the lower of (A) such Secured Security's *pro rata* share of the Realisation Amount and (B) the product of (I) the nominal value of such Secured Security and (II) the Partial Collateralisation Level applicable to the relevant series of Secured Securities and (ii) an amount, subject to a minimum of zero, equal to the MTM Value of such Secured Security less the Partial Nominal Amount; or

(g) the amount specified as such in the Final Terms applicable to such Secured Security;

"**Shortfall**" is as defined in Collateral Security Condition 3.5;

"**Swap Agreement**" means the swap agreement entered into by the Issuer with the relevant Swap Counterparty in respect of the Secured Securities;

"**Swap Counterparty**" means the entity specified as such in the applicable Final Terms;

"**Swap Counterparty Priority of Payments**" means the Collateral Enforcement Proceeds shall be used by the Collateral Agent to make payments in the following order of priority (in each case only if and to the extent that payments of a higher priority have been made in full):

(i) first, to pay any Enforcement Expenses to the Collateral Agent and/or any appointee or agent thereof;

(ii) secondly, to pay to the Swap Counterparty any payments due under the Swap Agreement;

(iii) thirdly, to pay the aggregate Security Termination Amounts due in respect of the relevant Secured Securities; and

(iv) fourthly, to pay the balance (if any) to the Issuer;

"**Undeliverable Collateral Assets**" means Collateral Assets which the Collateral Agent is unable to deliver in accordance with Collateral Security Condition 3.6 due to the occurrence of a Collateral Settlement Disruption Event;

"**Unwind Costs**" means an amount, subject to a minimum of zero, determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer in connection with the redemption, settlement, cancellation and/or termination of the Secured Securities and the related termination, settlement or re-establishment of any Hedge Transaction; and

"**Unwind Priority of Payments**" means the Collateral Enforcement Proceeds shall be used by the Collateral Agent to make payments in the following order of priority (in each case only if and to the extent that payments of a higher priority have been made in full):

(i) first, to pay any Enforcement Expenses to the Collateral Agent and/or any appointee or agent thereof;

(ii) secondly, to pay any Unwind Costs;

(iii) thirdly, to pay the aggregate Security Termination Amounts due in respect of the relevant Secured Securities; and

(iv) fourthly, to pay the balance (if any) to the Issuer.

**2. General**

2.1 Collateral Calculation Agent

BNP Paribas Arbitrage S.N.C. shall undertake the duties of Collateral Calculation Agent in respect of the Secured Securities as set out below unless another entity is so specified as collateral calculation agent in the applicable Final Terms. The expression "Collateral Calculation Agent" shall, in relation to the relevant Secured Securities, include such other specified collateral calculation agent.

2.2 Collateral Agent

BNP Paribas Trust Corporation UK Limited shall undertake the duties of Collateral Agent in respect of the Secured Securities as set out below and in the applicable Final Terms unless another entity is so specified as collateral agent in the applicable Final Terms. The expression "Collateral Agent" shall, in relation to the relevant Secured Securities, include such other specified collateral agent.

2.3 Pledge Agreement

The Pledge Agreement will, unless otherwise specified in the applicable Final Terms, be governed by Luxembourg law and W&C Security Conditions 14.1 and 14.2 shall be construed accordingly. Any Alternative Security Document or Additional Security Document will be governed by the law specified in the applicable Final Terms.

**3. Status of the Secured Securities, Security and Guarantee**

3.1 Status

W&C Security Condition 3 shall not apply to the Secured Securities. The Secured Securities are unsubordinated and secured obligations of the Issuer and rank *pari passu* among themselves.

3.2 Security

The obligations of the Issuer in respect of the Secured Securities will be secured by one or more pledge agreements between the Issuer and the Collateral Agent (each a "**Pledge Agreement**") pursuant to which the Issuer will grant a first ranking security interest in favour of the Collateral Agent, for itself and on behalf of the Holders of the Secured Securities which are to be secured by the relevant Collateral Pool, over all the Issuer's rights in, and, to the Collateral Assets delivered to each of the Collateral Custodians appointed in respect of the relevant Collateral Pool and held from time to time in the relevant account(s) established with the Collateral Custodian(s) for such purpose (such account(s), the "**Collateral Account**"). The Issuer will not deliver Eligible Collateral to the Collateral Account in connection with Secured Securities in respect of which the Issuer or any of its Affiliates are the beneficial owner. In addition to, or as an alternative to, a Pledge Agreement, the Issuer may also enter into an Additional Security Document or Alternative Security Document in respect of a Collateral Pool as specified in the applicable Final Terms in order to secure its obligations in respect of the Secured Securities and references in Collateral Security Condition 1 and hereinafter to "Pledge Agreement" and "Pledges" shall be construed as if they also refer to such Alternative Security Documents

and/or Additional Security Documents. Unless the applicable Final Terms specify that there is no Collateral Calculation Agent and/or no Collateral Valuation Dates in respect of a series of Secured Securities and related Collateral Pool:

(a) where the Collateral Assets are securities, the Issuer will transfer Collateral Assets to and from the Collateral Account (based on the most recent valuation provided by the Collateral Calculation Agent in respect of a Collateral Valuation Date) so that it will hold, in respect of a Collateral Pool, Collateral Assets with an aggregate marked to market value (as determined by the Collateral Calculation Agent and which will take into account a Haircut if "Haircut" is specified as applicable in the applicable Final Terms) (the "**Securities Collateral Value**") at least equal to the Securities Value (as determined in respect of such Collateral Valuation Date) applicable to the relevant Collateral Pool; and

(b) where the Collateral Assets are a cash deposit or deposits, the Issuer will transfer Collateral Assets to and from the Collateral Account (based on the most recent valuation of the relevant series of Secured Securities provided by the Collateral Calculation Agent in respect of a Collateral Valuation Date) so that it will hold, in respect of a Collateral Pool, Collateral Assets in an amount (the "**Cash Collateral Value**") at least equal to the Securities Value (as determined in respect of such Collateral Valuation Date) applicable to the relevant Collateral Pool.

For the avoidance of doubt, where no Collateral Calculation Agent and/or no Collateral Valuation Dates are specified in the applicable Final Terms for a Collateral Pool, there will be no adjustment made by the Issuer to the amount of Collateral Assets held by the Issuer in the relevant Collateral Account and the Collateral Value and Securities Value will not be calculated on an ongoing basis during the terms of the relevant Secured Securities which are secured by the relevant Collateral Pool.

In the period between Collateral Valuation Dates (or, where there are no Collateral Valuation Dates between the Issue Date and the Redemption Date or Settlement Date, as the case may be) BNPP B.V. may withdraw Collateral Assets from the Collateral Account provided that it replaces them with alternative Collateral Assets which have at least the same marked to market value (as of the previous Collateral Valuation Date or the Issue Date where there has been no previous Collateral Valuation Date) as those being replaced (where MTM Collateralisation or Partial MTM Collateralisation is applicable) or, where Collateral Assets have been provided in an amount equal to the nominal value of the relevant Secured Securities, the same nominal amount as those being replaced (where Nominal Value Collateralisation or Partial Nominal Value Collateralisation is applicable).

Where the Final Terms in respect of a series of Secured Securities specify that "Single Series Pool" will be applicable to the series of Secured Securities, such series of Secured Securities will be the only series of Secured Securities to be secured by the relevant Collateral Pool. Where the Final Terms specify that "Multiple Series Pool" will be applicable to the relevant series of Secured Securities, such series of Secured Securities may be secured by a Collateral Pool which secures more than one series of Secured Securities.

3.3 Realisation of Collateral Assets

If an Enforcement Event occurs, the Collateral Agent shall enforce the Pledge(s) and, unless Physical Delivery of Collateral is specified as applicable in the applicable Final Terms, realise the Collateral Assets in each Collateral Pool (and may appoint one or more agents to assist it to do so) provided that the Collateral Agent need not take such action if it reasonably believes that it would not be able to recover the costs or other liabilities which would be incurred in connection with such action from the relevant Collateral Assets or otherwise or would experience an unreasonable delay in doing so. The Collateral Agent will not have any liability as to the consequences of such action and will not have regard to the effect of such action on individual Holders. Any reference in Collateral Security Conditions 3.3-3.8 (inclusive), Collateral Security Condition 6 and Collateral Security Condition 7 to the Collateral Agent shall also be deemed to be a reference

to any agent which it appoints to assist it. Where the Collateral Agent is required to dispose of any Collateral Assets on behalf of the Issuer then:

(a) the Collateral Agent shall seek firm bid quotations from at least three dealers in assets such as the relevant Collateral Assets (and, for such purpose, it may seek quotations in respect of such Collateral Assets in their entirety or in respect of designated tranches thereof, as it considers appropriate);

(b) the Collateral Agent may itself provide a bid in respect of the relevant Collateral Assets or any tranche thereof; and

(c) it shall and shall be authorised to accept in respect of each relevant tranche or, as applicable, the entirety of the relevant Collateral Assets the highest such quotation so obtained (which may be a quotation from the Collateral Agent).

Subject as may otherwise be provided for in these Collateral Security Conditions, in effecting the sales, the Collateral Agent may sell the Collateral Assets in one single tranche or in smaller tranches as it considers appropriate in order to attempt reasonably to maximise the proceeds from such sale. The Collateral Agent may effect sales of the Collateral Assets (i) on any national securities exchange or quotation service on which the Collateral Assets may be listed or quoted, (ii) in the over-the-counter market or (iii) in transactions otherwise than on such exchanges or in the over-the-counter market. If (A) the Collateral Agent is unable to obtain any quotations for the sale of the Collateral Assets or (B) the Collateral Agent is offering to buy the Collateral Assets itself for its own account for a price equal to or higher than the best quotation from a third party, the Collateral Agent may effect sales of the Collateral Assets to itself.

3.4 Application of proceeds

Following payment of (a) all Enforcement Expenses and (b) any other amounts which are payable in accordance with, and in the order set out in, the applicable Priority of Payments in priority to the Holders, the remaining proceeds from the realisation of the Collateral Assets in a Collateral Pool will be applied in meeting the claims of Holders under the Secured Securities which are secured by the relevant Collateral Pool on a *pari passu* basis where each Secured Security's share of such proceeds shall be determined on the basis of such Secured Security's Collateral Proceeds Share provided that a Holder shall not be entitled to receive an amount in respect of a Secured Security greater than the Security Termination Amount determined with respect to such Secured Security.

3.5 Shortfall

In the event that, following the application of the Collateral Enforcement Proceeds in accordance with Collateral Security Condition 3.4 and the relevant Priority of Payments, the amount paid to a Holder in respect of a Secured Security held by him (a "**Security Realised Amount**") is less than the Security Termination Amount determined with respect to such Secured Security (the difference being referred to as a "**Shortfall**"), the Issuer shall remain liable for such Shortfall, but any such Holder shall not have recourse to any Collateral Pool other than the Collateral Pool applicable to that series of Secured Securities.

3.6 Physical Delivery of Collateral Assets

Where "Physical Delivery of Collateral" is specified in the applicable Final Terms, following enforcement of the Pledge(s), the Collateral Agent, will deliver the Collateral Assets in a Collateral Pool to each Holder of a Secured Security secured by the relevant Collateral Pool in a nominal amount equal to the Delivery Share applicable to such Secured Security on a *pari passu* basis (where Nominal Value Collateralisation or Partial Nominal Value Collateralisation apply to the relevant Secured Securities) or with a marked to market value equal to the Delivery Share applicable to such Secured Security on a *pari passu* basis (where MTM

Collateralisation or Partial MTM Collateralisation apply to the relevant Secured Securities). Delivery of such Collateral Assets and payment of any Rounding Amount will fully extinguish the Issuer's obligations in respect of the relevant Secured Securities notwithstanding that the value of the Collateral Assets (together with Rounding Amount) so delivered may be less than the market value and/or nominal value of the relevant Secured Security. The Shortfall and the Security Termination Amount in respect of each such Secured Security shall be equal to zero provided that, where MTM Collateralisation, Partial MTM Collateralisation or Partial Nominal Value Collateralisation is applicable, a Shortfall shall be calculated in accordance with Collateral Security Condition 3.5 where, for such purpose, the Security Realised Amount will be equal to the sum of any Rounding Amount due to the Holder and the marked to market value of the Collateral Assets actually delivered to the Holder (on the basis of the marked to market values of the relevant Collateral Assets determined by the Collateral Agent, as of the relevant date of such delivery) and the Security Termination Amount will be as set out in the applicable Final Terms.

In connection with any such delivery in respect of Certificates which are Secured Securities, such delivery shall be made in accordance with W&C Security Conditions 30 and 35.2 and the Entitlement in respect of a Secured Security shall be deemed to be a Certificate's Delivery Share provided that Secured Securities held by the same Holder will be aggregated for the purpose of determining a Holder's aggregate Entitlement in respect of the Secured Securities and provided further that the aggregate Entitlements in respect of the same Holder will be rounded down to the nearest whole unit of the Collateral Assets and fractions of the Collateral Assets will not be delivered, as set out in W&C Security Condition 35.2(d).

Where delivery of the Collateral Assets is due to be made in respect of Secured Securities which are Warrants, W&C Security Conditions 22, 24 and 25 (as modified by these Collateral Security Conditions) shall apply and, for such purposes, the Warrants shall be deemed to be Physical Delivery Warrants and the Entitlement in respect of a Secured Security shall be deemed to be a Warrant's Delivery Share provided that Secured Securities held by the same Holder will be aggregated for the purpose of determining a Holder's aggregate Entitlement in respect of the Secured Securities and provided further that the aggregate Entitlement in respect of the same Holder will be rounded down to the nearest whole unit of the Collateral Assets and fractions of the Collateral Assets will not be delivered, as set out in W&C Security Condition 24.3.

In connection with such delivery, (i) W&C Security Condition 5 shall not apply, (ii) for the purposes of W&C Security Condition 11.1, Security Expenses shall be deemed to include any Enforcement Expenses which are incurred in delivery of the Collateral Assets in accordance with this Collateral Security Condition 3.6, (iii) the Collateral Agent shall be entitled to deduct from the assets deliverable to Holders all Security Expenses not previously deducted from amounts paid or assets delivered to Holders, as the Collateral Agent shall in its sole and absolute discretion determine are attributable to the relevant Secured Securities and (iv) any reference in the W&C Security Conditions to "Relevant Assets" shall be deemed, in connection with a delivery of Collateral Assets in accordance with this Collateral Security Condition 3.6, to be a reference to "Collateral Assets".

The final sentence of the first paragraph of W&C Security Condition 35.2(d) shall not apply and the Collateral Assets which it is not possible to deliver to a Holder due to such rounding shall, if and to the extent practicable, be sold by the Collateral Agent (or such other agent as may be appointed by the Collateral Agent for such purpose) in accordance with Collateral Security Condition 3.3 and a *pro rata* share of the resulting amount (the "**Collateral Delivery Rounding Amount**") shall be paid to each Holder whose Entitlement is subject to such rounding calculated on the basis of the aggregate number of Secured Securities held by the relevant Holder as set out in W&C Security Condition 35.2(d).

Where Physical Delivery of Collateral is applicable to any series of Secured Securities secured by a Collateral Pool either (A) MTM Collateralisation or Partial MTM Collateralisation must apply to each series of Secured

Securities secured by the same Collateral Pool or (B) Nominal Value Collateralisation or Partial Nominal Value Collateralisation must apply to each series of Secured Securities secured by the same Collateral Pool.

3.7 Settlement Disruption

If, in the opinion of the Collateral Agent, delivery of the Entitlement following the occurrence of an Enforcement Event is not practicable by reason of a Collateral Settlement Disruption Event (as defined above) having occurred and continuing on any Collateral Delivery Date then such Collateral Delivery Date, for such Secured Securities shall be postponed to the first following Business Day in respect of which there is no such Collateral Settlement Disruption Event, provided that the Collateral Agent may elect in its sole discretion to deliver the Entitlement in such other commercially reasonable manner as it may select and in such event the Collateral Delivery Date shall be such day as the Collateral Agent deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Collateral Settlement Disruption Event affects some but not all of the Collateral Assets comprising the Entitlement, the Collateral Delivery Date for the Collateral Assets not affected by the Collateral Settlement Disruption Event will be the originally designated Collateral Delivery Date.

If delivery of the relevant Entitlement is not possible due to the occurrence of a Collateral Settlement Disruption Event, for a period of greater than eight Business Days (or such other period specified in the Final Terms), then in lieu of physical settlement and notwithstanding any other provision hereof, the Collateral Agent shall sell or realise the Undeliverable Collateral Assets in the manner set out in Collateral Security Condition 3.3. The Collateral Agent shall give notice as soon as practicable to the Holders in accordance with W&C Security Condition 10 that a Collateral Settlement Disruption Event has occurred. No Holder shall be entitled to any payment in respect of the relevant Secured Security or in the case of Warrants, if applicable, Unit, as the case may be, in the event of any delay in the delivery of the Entitlement due to the occurrence of a Collateral Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer, the Guarantor or the Collateral Agent.

3.8 Cash Collateral Settlement and Physical Delivery of Collateral

Where both Physical Delivery of Collateral and Collateral Cash Settlement apply to different series of Secured Securities which are secured by the same Collateral Pool, following the occurrence of an Enforcement Event, the following provisions shall apply:

(a) The Collateral Agent shall first value, or appoint an agent to undertake such valuation on its behalf, the Collateral Assets in the relevant Collateral Pool in order to determine the Collateral Assets Value.

(b) The Collateral Agent shall determine the Aggregate Cash Settled Final Security Value and the Aggregate Physically Settled Final Security Value and then determine the Cash Settled Portion in respect of the Collateral Assets in the relevant Collateral Pool and the Physically Settled Portion in respect of the Collateral Assets in the relevant Collateral Pool.

(c) (i) After determining the Collateral Assets Value in respect of the relevant Collateral Pool and calculating the amounts set out in Collateral Security Condition 3.8(b), the Collateral Agent shall determine which Collateral Assets are to be realised in accordance with Collateral Security Condition 3.3 and which Collateral Assets are to be delivered to Holders in accordance with Collateral Security Condition 3.6:

(A) (I) (in all circumstances other than where Collateral Security Condition 3.8(c)(i)(B) applies) on the basis that the aggregate marked to market value of the Collateral Assets (as determined for the purposes of calculating the Collateral Assets Value) which are to be realised shall be equal to the amount of the Cash Settled Portion and

(II) the aggregate marked to market value of the Collateral Assets (as determined for the purposes of calculating the Collateral Assets Value) which are to be delivered to Holders shall be equal to the amount of the Physically Settled Portion; or

(B) on the basis that the aggregate nominal amount of the Collateral Assets which are to be realised in accordance with Collateral Security Condition 3.3 shall be equal to the amount of the Cash Settled Portion and the aggregate nominal amount of the Collateral Assets which are to be delivered to Holders in accordance with Collateral Security Condition 3.6 shall be equal to the amount of the Physically Settled Portion where Nominal Value Collateralisation or Partial Nominal Value Collateralisation apply to the Secured Securities in the relevant Collateral Pool and there are no Collateral Valuation Dates.

(ii) In each case if the nominal amount of the Collateral Assets to be the subject of Collateral Cash Settlement or to be delivered in accordance with Physical Delivery of Collateral is not equal to an authorised denomination of the Collateral Assets (or an integral multiple thereof) then the nominal amount of each such Collateral Asset shall be rounded down to the nearest authorised denomination or multiple thereof or, if none, to zero. In such circumstances, the Collateral Assets which were not capable of being assigned as Cash Settled Portion Assets or as Physically Settled Portion Assets due to such rounding in each case shall, if and to the extent practicable, be sold by the Collateral Agent (or such other agent as may be appointed by the Collateral Agent for such purpose) in accordance with Collateral Security Condition 3.3. The resulting amount (the "**Collateral Split Rounding Amount**") shall be paid to the Holders on a *pari passu* basis where each Secured Security's share of such proceeds shall be determined on the basis of such Secured Security's Collateral Proceeds Share (in the case of Secured Securities to which Collateral Cash Settlement applies) where, for such purpose, the Realisation Amount will be deemed to be equal to such proceeds of sale from the relevant Collateral Assets subject to rounding (after deduction of costs or expenses incurred or relating to such sale) or on the basis of such Secured Security's Delivery Share (in the case of Secured Securities to which such Physical Delivery of Collateral applies) where, for such purpose, the Collateral Assets Value will be deemed to be equal to such proceeds of sale from the relevant Collateral Assets subject to rounding (after deduction of costs or expenses incurred or relating to such sale). For the avoidance of doubt, the Collateral Split Rounding Amount will be payable in addition to any Collateral Delivery Rounding Amount payable in accordance with Collateral Security Condition 3.6.

(d) After the Collateral Agent determines the Collateral Assets to be realised in accordance with Collateral Security Condition 3.3, such Collateral Securities shall be realised in accordance with such Collateral Security Condition provided that references therein to "Collateral Assets" shall be deemed to be references to the Cash Settled Portion Assets only and not to all the Collateral Assets in the Collateral Pool.

(e) After the Collateral Agent determines the Collateral Assets to be delivered in accordance with Collateral Security Condition 3.6, such Collateral Assets will be delivered to Holders in accordance with such Collateral Security Condition provided that references therein to "Collateral Assets" shall be deemed to be references to the Physically Settled Portion Assets only and not to all the Collateral Assets in the Collateral Pool.

3.9 No collateralisation of Secured Securities held by the Issuer or any of its Affiliates

The Issuer will not deliver Collateral Assets to the Collateral Account in respect of Secured Securities where the Issuer or any of its Affiliates are the beneficial owner of such Secured Securities. Following an Enforcement Event, the Issuer will procure that it and/or the Affiliate of the Issuer that holds the Secured Securities will renounce and waive all rights (including as to payment) in respect of such Secured Securities and shall submit such Secured Securities for cancellation free of payment. Any amounts calculated for the purposes of Collateral Security Conditions 3.2 to 3.8 (inclusive) shall be calculated on the basis that any reference to Secured Securities shall be a reference to Placed Secured Securities only and the definitions in Collateral Security Condition 1 shall be interpreted accordingly.

3.10 Claim on Guarantor

In the event that the Issuer fails to make payment of the Shortfall, the Guarantor will on demand (without first requiring the Holder to take further steps against the Issuer or any other person) pay to each Holder in respect of each Secured Security held by him, an amount equal to the Shortfall in the currency in which the Shortfall is payable by the Issuer.

3.11 Status of Guarantee

The Guarantee applicable to Secured Securities is an unsubordinated and unsecured obligation of BNPP and will rank *pari passu* with all its other present and future unsubordinated and unsecured obligations subject to such exceptions as may from time to time be mandatory under French law. Secured Securities in respect of which these Collateral Security Conditions are specified as applicable in the relevant Final Terms shall be deemed not to be "Securities" for the purposes only of the Deed of Guarantee for Unsecured Securities dated on or around 5 June 2014, or the French Law Guarantee for Unsecured W&C Securities dated on or around 5 June 2014, entered into, in each case, by BNPP in respect of securities (other than Secured Securities) issued by the Issuer under its note, warrant and certificate programme.

3.12 Fallback Collateral

Where on any Collateral Valuation Date the Collateral Assets held by the Issuer in the relevant Collateral Account relating to the relevant Collateral Pool comprise, in whole or in part, assets which are Fallback Collateral, the following shall apply:

(a) on each such Collateral Valuation Date, the Issuer shall use commercially reasonable efforts to replace the Fallback Collateral, whether in whole or to the extent that it is otherwise able to do so, with Eligible Collateral that is not Fallback Collateral; and

(b) on each Collateral Valuation Date where the Issuer is permitted to withdraw Eligible Collateral from the Collateral Account due to a reduction in the amount or value of the Collateral Assets which the Issuer is required to hold in the applicable Collateral Account, the Issuer shall withdraw Eligible Collateral that is Fallback Collateral prior to withdrawing any Eligible Collateral that is not Fallback Collateral.

**4. Guarantee**

Subject as provided below and in the relevant Guarantee, BNPP has unconditionally and irrevocably (a) guaranteed to each Holder that, if following the occurrence of an Enforcement Event and enforcement of the Pledge in respect of the relevant Collateral Pool, for any reason the Issuer does not pay the Security Termination Amount in respect of a Secured Security in full, BNPP will not later than five Paris Business Days (as defined in the relevant Guarantee) after a demand has been made on BNPP pursuant thereto (without requiring the relevant Holder first to take steps against the Issuer or any other person) pay an amount equal to the Shortfall in the currency in which such payment is due in immediately available funds as though BNPP

were the principal obligor in respect of such obligation provided that BNPP shall not be obliged to make any payment under this Guarantee in respect of a Secured Security until the Collateral Assets in the Collateral Pool securing such Secured Security have been realised or liquidated in full and distributed in the manner set out in Collateral Security Condition 6.2.

**5. Collateral Calculation Agent**

In relation to each issue of Secured Securities, the Collateral Calculation Agent (whether it be BNP Paribas, BNP Paribas Arbitrage S.N.C. or another entity) acts solely as agent of the Issuer and the Guarantor, and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. All calculations and determinations made in respect of the Secured Securities by the Collateral Calculation Agent shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Guarantor, the Holders and the Collateral Agent. Because the Collateral Calculation Agent may be an Affiliate of the Issuer, potential conflicts of interest may exist between the Collateral Calculation Agent and the Holders, including with respect to certain determinations and judgments that the Collateral Calculation Agent must make.

The Collateral Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

**6. Events of Default and Enforcement**

6.1 Events of Default

A Holder may deliver a Default Notification specifying that an Event of Default has occurred. If the Collateral Agent does not receive an Event Dispute Notice from the Issuer at or prior to the end of the Dispute Period, it shall deliver an Enforcement Notice to each of the Issuer, the Principal Security Agent, the Collateral Custodian, the Swap Counterparty (if any) and Repo Counterparty (if any) whereupon, each series of Secured Securities shall become immediately due and payable at their Security Termination Amount (save where Physical Delivery of Collateral is applicable in which case the Entitlement in respect of each such Secured Security shall be delivered on the relevant Collateral Delivery Date) without further action or formalities and the Security Interests granted under the Pledge Agreements shall become enforceable (as set out in the Pledge Agreements).

Any of the following events (each an "**Event of Default**") shall entitle a Holder to deliver a Default Notification:

(a) the Issuer fails to pay any amount payable in respect of the Secured Securities or any of them when due and payable or fails to deliver the Entitlement when due and such default is not remedied within 30 days after the relevant due date; or

(b) the Issuer or the Guarantor fails to perform or observe any of its other obligations under the Secured Securities and such default is not remedied within 45 days after notice of such default has been given to the Principal Security Agent by any Holder; or

(c) BNPP applies for the appointment of an ad hoc representative (*mandataire ad hoc*) under French bankruptcy law, or enters into an amicable procedure (*procédure de conciliation*) with creditors or ceases its payments, or a judgment is issued for the judicial liquidation (*liquidation judiciaire*) of BNPP or for a transfer of the whole of its business (*cession totale de l'entreprise*); or

(d) the Issuer is subject to proceedings similar to those set out in Collateral Security Condition 6.1(c), or, in the absence of legal proceedings, the Issuer or Guarantor makes a conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors, or a resolution is passed by the Issuer or Guarantor for its winding-up or dissolution, except in connection

with a merger or other reorganisation in which all of the Issuer's or the Guarantor's assets are transferred to, and all of the Issuer's or Guarantor's debts and liabilities (including the Secured Securities) are assumed by, another entity which continues the Issuer's or Guarantor's activities.

Any such Enforcement Notice shall be promptly given to the Holders in accordance with W&C Security Condition 10.

6.2 Enforcement

The Collateral Agent shall not be bound to take any action under or in connection with any of the Pledge Agreements (including without limitation enforcing the Pledge(s) upon the Pledge(s) becoming enforceable) (i) unless a Holder has given written notice to each of the Issuer, the Collateral Agent and the Principal Security Agent that an Event of Default has occurred, no Event Dispute Notice in respect of such Default Notification has been received by the Collateral Agent at or prior to the end of the Dispute Period and the Collateral Agent has, as a result, delivered an Enforcement Notice to each of the Issuer, the Principal Security Agent, the Collateral Custodian, the Swap Counterparty (if any) and Repo Counterparty (if any) with a copy delivered to the Holders or (ii) if the Collateral Agent reasonably believes that it (x) would not be able to recover its costs or other liabilities which would be incurred in connection with such action from the relevant Collateral Assets or otherwise or (y) would experience an unreasonable delay in doing so.

Upon the occurrence of an Enforcement Event in respect of any series of Secured Securities, the Collateral Agent shall enforce the Pledges in accordance with the Pledge Agreements. No Holder shall be entitled to enforce the Pledges or to proceed directly against the Issuer to enforce the other provisions of the Pledge Agreements unless the Collateral Agent, having become bound so to enforce or to proceed, fails so to do within a reasonable time and such failure is continuing or the Collateral Agent is prevented from doing so by any court order. In connection with the enforcement of the Pledges, and after the realisation and liquidation in full of all the Collateral Assets in a Collateral Pool and, where Physical Delivery of Collateral is not applicable, the Collateral Agent shall determine the Security Termination Amount (and, if applicable, any Shortfall) in respect of each Secured Security and shall notify such amounts to the Holders following such realisation and liquidation. Upon the occurrence of an Enforcement Event, the Collateral Calculation Agent shall provide details to the Collateral Agent of the valuation of the Collateral Assets and the Secured Securities (to the extent applicable) determined for the purposes of Collateral Security Condition 3.2 as at the immediately preceding Collateral Valuation Date (if any).

Where the Secured Securities become due and payable at their Security Termination Amount in accordance with Collateral Security Condition 6.1., no amounts other than the relevant Security Termination Amount (including any related Shortfall payable in respect thereof) will be payable in respect of each Secured Security.

Where Physical Delivery of Collateral and Nominal Value Collateralisation is applicable to a series of Secured Securities or there is recourse only to the proceeds of sale of the Collateral Assets, upon delivery of the relevant Collateral Assets (and payment of any Rounding Amount due in respect of such delivery) or payment of the proceeds of sale and any Rounding Amount, no further amount will be due to the Holders of such Secured Securities. In all other cases, in the event that the Realisation Amount is insufficient to pay the Security Termination Amount due to a Holder in full or the value of Collateral Assets delivered is less than the Security Termination Amount, the Issuer shall remain liable for the Shortfall and, in the event that the Issuer fails to make payment of the Shortfall as and when it becomes due, the Guarantor will be liable for such Shortfall pursuant to the terms of the relevant Guarantee applicable to such Secured Securities. No Holder shall be entitled to have recourse to the Collateral Assets contained in a Collateral Pool other than the Collateral Pool which relates to the Secured Securities it holds.

6.3 Redemption and cancellation

Where Physical Delivery of Collateral is not applicable to a series of Secured Securities, following payment in full by the Issuer and/or the Guarantor of the Shortfall (if any) in respect of a Secured Security and/or payment to the Holder of a Secured Security of an amount in aggregate equal to the Security Termination Amount the relevant Secured Security shall be deemed to have been redeemed (in the case of Certificates) or cancelled (in the case of Warrants). Where Physical Delivery of Collateral is applicable to a series of Secured Securities, following delivery to the Holder of a Secured Security of Collateral Assets in an amount equal to the relevant Delivery Share by the Collateral Agent (together with any Rounding Amount payable) and, where applicable, payment in full by the Issuer and/or the Guarantor of the Shortfall (if any) in respect of such Secured Security, the relevant Secured Security shall be deemed to have been redeemed (in the case of Certificates) or cancelled (in the case of Warrants).

**7. Additional Disruption Events**

7.1 The following changes will apply to W&C Security Condition 15:

(a) The definition of Additional Disruption Events in W&C Security Condition 15.1 shall be deleted and replaced with the following:

""**Additional Disruption Event**" means each of Change of Law, Hedging Disruption, Increased Cost of Hedging, Collateral Disruption and Increased Cost of Collateral Assets;"

(b) The following definitions shall be deemed to have been inserted in W&C Security Condition 15.1 after the definition of a Cancellation Event and before the definition of Change in Law:

"**Collateral Asset Default**" means, in respect of a series of Secured Securities, any Collateral Asset in the Collateral Pool which secures such series of Secured Securities becomes due and payable on a date prior to its stated maturity date for any reason (including by reason of default in payment) or where the Collateral Asset is a cash deposit, there is a failure by the bank with which such deposit is held to pay any amount in respect of such deposit or the deposit becomes repayable on a date prior to its stated repayment date for any reason;

"**Collateral Asset Issuer Default**" means, in respect of a series of Secured Securities (a) any of the Collateral Assets in the Collateral Pool which secures such series of Secured Securities become due and payable on a date prior to their stated maturity date for any reason (including by reason of default in payment), (b) a failure by the Collateral Asset Issuer to (i) pay on the due date any amount due or (ii) perform any of its other obligations, in the case of both (i) and (ii), in respect of the Collateral Assets or (c) any rescheduling, Restructuring, subordination, exchange or material amendment is announced by the Collateral Asset Issuer or any governmental authority or occurs, in respect of the Collateral Assets;

"**Collateral Disruption**" means the Issuer and/or any of its Affiliates is unable after using commercially reasonable efforts to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or option contracts it deems necessary to obtain Collateral Assets; (b) freely realise, recover, remit, receive, re-patriate or transfer the proceeds of any such transactions(s) or assets(s) or futures or option contract(s) or any relevant hedge positions relating to the Collateral Assets (including without limitation as a result of adverse market conditions or a lack of liquidity in the market) or (c) acquire or substitute any Collateral Assets (including without limitation as a result of adverse market conditions or a lack of liquidity in the market);".

(c) The following definition shall be deemed to have been inserted in W&C Security Condition 15.1 after the definition of Hedging Shares and before the definition of Increased Cost of Hedging:

""**Increased Cost of Collateral Assets**" means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense, fee (other than brokerage commissions) or other relevant cost (including, for the avoidance of doubt, any funding cost) to (a) acquire, borrow, substitute, or dispose of any Collateral Assets, (b) establish, re-establish, substitute, maintain, unwind or dispose of any transaction entered into by the Issuer or any of its Affiliates in connection with the Collateral Assets or (c) realise, recover or remit the proceeds of any such Collateral Assets, provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Collateral Assets;".

(d) The definition of Optional Additional Disruption Events in W&C Security Condition 15.1 shall be deleted and replaced with the following:

""**Optional Additional Disruption Event**" means any of Cancellation Event, Collateral Asset Default, Collateral Asset Issuer Default, Currency Event, Failure to Deliver due to Illiquidity, Force Majeure Event, Increased Cost of Stock Borrow, Jurisdiction Event, Insolvency Filing, Loss of Stock Borrow and/or Stop-Loss Event, in each case if specified in the applicable Final Terms;".

(e) The following definition shall be deemed to have been inserted in W&C Security Condition 15.1 after the definition of Optional Additional Disruption Event and before the definition of Stop-Loss Event:

""**Restructuring**" means the occurrence of any one or more of the following events with respect to the Collateral Assets:

(i) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;

(ii) a postponement or other deferral of a date or dates for the payment of principal or premium;

(iii) a change in the ranking in priority of payment of the Collateral Assets causing the subordination of the Collateral Assets to any other obligation under which the Collateral Asset Issuer is an obligor; or

(iv) any change in the currency or composition of any payment of principal under the Collateral Assets,

provided that, in the case of each of (i) to (iv) above:

(a) such event is not due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and

(b) such event directly or indirectly results from a deterioration in the creditworthiness or financial condition of the Collateral Asset Issuer;"

(f) Notwithstanding the first sentence of W&C Security Condition 15.2, upon the occurrence of an Additional Disruption Event which is either a Collateral Disruption or an Increased Cost of Collateral Assets, the Issuer, in its sole and absolute discretion, may take the action described in W&C Security Condition 15.2(b) or (c).

7.2 The following shall apply where an Optional Additional Disruption Event occurs which is a Collateral Asset Default or Collateral Asset Issuer Default (as applicable) and W&C Security Condition 15 shall not apply in connection with such Optional Additional Disruption Event.

(a) Where the relevant Secured Securities are Certificates and where the relevant Collateral Asset(s) have become due and repayable other than by reason of default in payment, upon becoming aware of such event, the Issuer will, on giving such period of notice (in accordance with W&C Security Condition 10) as expires not more than ten nor less than five Business Days following the date upon which the Issuer receives the redemption proceeds of such Collateral Asset(s) or where the Collateral Asset is a deposit, the date on which the Issuer receives the amount due to it on such repayment of the deposit, redeem the Secured Securities by payment of an amount equal to such Secured Security's Collateral Early Settlement Amount on the expiry of such notice.

(b) Where the relevant Secured Securities are Warrants and where the relevant Collateral Asset(s) have become due and repayable other than by reason of default in payment, upon becoming aware of such event, the Issuer will, on giving such period of notice (in accordance with W&C Security Condition 10) as expires not more than ten nor less than five Business Days following the date upon which the Issuer receives the redemption proceeds of such Collateral Asset(s) or where the Collateral Asset is a deposit, the date on which the Issuer receives the amount due to it on such repayment of the deposit, cancel the Secured Securities. If the Warrants are so cancelled the Issuer will pay an amount to each Holder in respect of each Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, held by him which amount shall be equal to such Secured Security's Collateral Early Settlement Amount.

(c) Where the Collateral Asset has become due and repayable by reason of default in payment by the obligor of such Collateral Asset continuing after the expiry of any applicable grace period,

(i) in the case of Certificates, (x) the Issuer shall as soon as reasonably practicable arrange for the sale of such Collateral Assets (and in connection therewith may appoint an agent to assist it in arranging such sale) in accordance with the manner of sale set out in Collateral Security Condition 3.3 (and for such purposes any reference in such Collateral Security Condition 3.3 to the Collateral Agent shall be deemed to be a reference to the Issuer or any agent it appoints to assist it in arranging such sale) or where the Collateral Asset is a cash deposit, the Issuer shall seek to recover amounts from the deposit or sell its rights to such deposit and the Issuer shall give notice in accordance with W&C Security Condition 10 that each Certificate is to be redeemed at its Collateral Early Settlement Amount pursuant to this Collateral Security Condition 7.2(c)(i) following receipt of the realisation proceeds of the Collateral Assets and (y) upon receipt of such proceeds, of the date upon which the relevant Secured Securities are to be redeemed (which date shall be not more than ten nor less than five Business Days following receipt of such proceeds) and it shall redeem each Secured Security by payment of an amount equal to such Secured Security's Collateral Early Settlement Amount;

(ii) in the case of Warrants, (x) the Issuer shall as soon as reasonably practicable arrange for the sale of such Collateral Assets (and in connection therewith may appoint an agent to assist it in arranging such sale) in accordance with the manner of sale set out in Collateral Security Condition 3.3 (and for such purposes any reference in such Collateral Security Condition 3.3 to the Collateral Agent shall be deemed to be a reference to the Issuer or any agent it appoints to assist it in arranging such sale) or where the Collateral Asset is a cash deposit, the Issuer shall seek to recover amounts from the deposit or sell its rights to such deposit and the Issuer shall give notice in accordance with W&C Security Condition 10 that each

Warrant is to be cancelled at its Collateral Early Settlement Amount pursuant to this Collateral Security Condition 7.2(c)(ii) following receipt of the realisation proceeds of the Collateral Assets and (y) upon receipt of such proceeds, of the date upon which the relevant Secured Securities are to be redeemed (which date shall be not more than ten nor less than five Business Days following receipt of such proceeds) and in connection with such cancellation of each relevant Secured Security, the Issuer shall pay an amount equal to such Secured Security's Collateral Early Settlement Amount; or

(iii) in the case of Certificates or Warrants, where Collateral Physical Settlement has been specified as applicable in the applicable Final Terms, the Issuer shall as soon as reasonably practicable deliver the Collateral Assets to the Holders. Where delivery of the Collateral Assets is due to be made in respect of Secured Securities which are Certificates, W&C Security Conditions 30 and 35.2 shall apply and, for such purposes, the Certificates shall be deemed to be Physical Delivery Certificates and the Entitlement in respect of a Certificate shall be deemed to be the Certificate's *pro rata* share of the Collateral Assets held by the Issuer in respect of the relevant Collateral Pool provided that Secured Securities held by the same Holder will be aggregated for the purpose of determining the aggregate Entitlements in respect of the Secured Securities and provided further that the aggregate Entitlements in respect of the same Holder will be rounded down to the nearest whole unit of the Collateral Assets and fractions of the Collateral Assets will not be delivered, as set out in W&C Security Condition 35.2(d). Any reference in the W&C Security Conditions to Relevant Assets shall be deemed to be, in connection with a Collateral Asset Default or Collateral Asset Issuer Default, a reference to the Collateral Assets which are comprised in the Entitlement for such Secured Security. Where delivery of the Collateral Assets is due to be made in respect of Secured Securities which are Warrants, W&C Security Conditions 22, 24 and 25 (as modified by these Collateral Security Conditions) shall apply and, for such purposes, the Warrants shall be deemed to be Physical Delivery Warrants and the Entitlement in respect of a Warrant shall be deemed to be the Warrant's *pro rata* share of the Collateral Assets held by the Issuer in respect of the relevant Collateral Pool provided that Secured Securities held by the same Holder will be aggregated for the purpose of determining the aggregate Entitlements in respect of the Secured Securities and provided further that the aggregate Entitlements in respect of the same Holder will be rounded down to the nearest whole unit of the Collateral Assets and fractions of the Collateral Assets will not be delivered, as set out in W&C Security Condition 24.3. Delivery of the Entitlement shall satisfy the Issuer's obligations in full in respect of the relevant Secured Securities.

(d) Subject as provided below, in the case of Certificates, in the event that some only of the Collateral Assets in the relevant Collateral Pool become repayable (the "**Repayable Assets**") pursuant to Collateral Security Conditions 7.2(a) or 7.2(c)(i) above, each Certificate will be partially redeemed on a *pro rata* basis in a nominal amount equal to the proportion of the then outstanding aggregate nominal amount of the Certificates that the principal amount of the Repayable Assets bears to the aggregate principal amount of all of the Collateral Assets, subject as provided below.

(e) Where Collateral Physical Settlement has been specified as applicable in the applicable Final Terms and a Settlement Disruption Event occurs, W&C Security Condition 5.1 shall apply provided that the Disruption Cash Settlement Price will be equal to the Disruption Cash Settlement Price specified in the applicable Final Terms.

(f) If a Collateral Asset Default or a Collateral Asset Issuer Default, as the case may be, occurs, the Issuer will procure that any Affiliate which is holding Secured Securities of the relevant series shall

deliver these to the Issuer and the Issuer will cancel such Secured Securities together with any Secured Securities which it is holding itself free of payment.

7.3 For the purpose of Collateral Security Conditions 7.2(a) and 7.2(c)(i), the "**Collateral Early Settlement Amount**" in respect of each Certificate will, be:

(a) where "Default Redemption" is specified in the applicable Final Terms:

the lesser of:

(i) the Security Realised Amount in respect of such Certificate (determined in accordance with Collateral Security Condition 3) or where Collateral Security Condition 7.2(a) is applicable, (A) such Secured Security's *pro rata* share of the redemption proceeds or, (B) where the Collateral Asset is a cash deposit, and the Issuer receives the amount due to it on the relevant repayment of the deposit, the amount received by the Issuer in respect of the relevant Collateral Assets; and

(ii) an amount calculated as follows:

(A) in the case of Certificates with a Cash Settlement Amount equal to the Issue Price, at the Cash Settlement Amount thereof; or

(B) in the case of Certificates with a Cash Settlement Amount which is or may be less or greater than the Issue Price or which is payable in a Settlement Currency other than that in which the Certificates are denominated, at the amount specified in, the applicable Final Terms or, if no such amount is so specified in the applicable Final Terms, at its outstanding nominal amount,

together with, in either case, an amount in respect of interest (if any) accrued on such Certificate from and including the immediately preceding Interest Payment Date or, if none, the Interest Commencement Date to and including the date of redemption; or

(b) where "Option Value Redemption" is specified in the applicable Final Terms, an amount equal to:

(i) the Security Realised Amount in respect of such Certificate (determined in accordance with Collateral Security Condition 3) or where Collateral Security Condition 7.2(a) is applicable, (A) such Secured Security's pro rata share of the redemption proceeds or, (B) where the Collateral Asset is a cash deposit, and the Issuer receives the amount due to it on the relevant repayment of the deposit, the amount received by the Issuer in respect of the relevant Collateral Assets: plus

(ii) an amount equal to the Option Value Amount;

together with, an amount in respect of interest (if any) accrued on such Certificate from and including the immediately preceding Interest Payment Date or, if none, the Interest Commencement Date to and including the date of redemption.

7.4 For the purpose of Collateral Security Condition 7.2(b) and 7.2(c)(ii), the "**Collateral Early Settlement Amount**" in respect of each Warrant will be:

(a) Where "Default Redemption" is specified as applicable in the applicable Final Terms, the Security Realised Amount in respect of such Warrant (determined in accordance with Collateral Security Condition 3) or where Collateral Security Condition 7.2(b) is applicable, such Secured Security's pro rata share of (i) the redemption proceeds or, (ii) where the Collateral Asset is a cash deposit, and the

Issuer receives the amount due to it on the relevant repayment of the deposit, the amount received by the Issuer in respect of the relevant Collateral Assets; or

(b) where "Option Value Redemption" is specified as applicable in the applicable Final Terms:

(i) the Security Realised Amount in respect of such Warrant (determined in accordance with Collateral Security Condition 3) or where Collateral Security Condition 7.2(b) is applicable, such Secured Security's pro rata share of (A) the redemption proceeds or, (B) where the Collateral Asset is a cash deposit, and the Issuer receives the amount due to it on the relevant repayment of the deposit, the amount received by the Issuer in respect of the relevant Collateral Assets; plus

(ii) an amount equal to the Option Value Amount.

**8. Collateral Security Credit Certificates**

8.1 General

This Collateral Security Condition shall only apply if the applicable Final Terms specify that Collateral Security Condition 8 applies and that the relevant Secured Securities are Collateral Security Credit Certificates. Where this Collateral Security Condition 8 applies, for the avoidance of doubt, the terms of Annex 13 shall not apply to the Secured Securities. This Collateral Security Condition 8 may only apply to Secured Securities which are Certificates and in respect of which the only Collateral Asset is the Reference Obligation and may not apply to Secured Securities which are Warrants.

8.2 Redemption

(a) Redemption absent Satisfaction of Conditions to Settlement

The Issuer will redeem each Collateral Security Credit Certificate on the related Collateral Credit Security Settlement Date (as such date may be extended in accordance with the definition thereof) by payment of an amount equal to the Cash Settlement Amount of such Certificate unless:

(i) an Automatic Early Redemption Event has occurred (if applicable);

(ii) an Enforcement Event has occurred;

(iii) the Collateral Security Credit Certificates have been previously redeemed or purchased or cancelled in full (including pursuant to Collateral Security Condition 8.2(b)); or

(iv) a Credit Event occurs and the Conditions to Settlement are satisfied in respect of such Credit Event, in which event the Issuer shall redeem the Collateral Security Credit Certificates in accordance with Collateral Security Condition 8.2(b).

(b) Redemption following Satisfaction of Conditions to Settlement

Upon the satisfaction of the Conditions to Settlement in relation to the Reference Entity, each Certificate will be redeemed at the Credit Event Settlement Amount on the Cash Settlement Date in full satisfaction of the Issuer's obligations under such Collateral Security Credit Certificate unless an Enforcement Event occurs on or prior to such Cash Settlement Date. Where the Conditions to Settlement are satisfied in relation to the Reference Entity but an Enforcement Event occurs on or prior to the Cash Settlement Date, Collateral Security Condition 3 shall apply.

(c) Miscellaneous provisions relating to Redemption

Any amount payable under Collateral Security Condition 8.2(b) shall be rounded downwards to the nearest sub-unit of the relevant currency.

8.3 Interest

(a) Cessation of Interest Accrual

Upon the occurrence of a Credit Event Determination Date in respect of the Reference Entity, interest shall cease to accrue with effect from, and including, either:

(i) the Interest Payment Date immediately preceding such Credit Event Determination Date (or, in the case of the first Interest Period, the Interest Commencement Date); or

(ii) if so specified in the applicable Final Terms, such Credit Event Determination Date.

(b) Interest following Scheduled Maturity

Subject always to Collateral Security Condition 8.3(a), if an Extension Notice has been given, no interest will accrue on each Collateral Security Credit Certificate which is outstanding from, and including, the Redemption Date to, and including, the related Collateral Credit Security Settlement Date.

(c) Interest Payment Dates

If the Collateral Security Credit Certificates are redeemed pursuant to the W&C Security Conditions, the Collateral Security Conditions or this Collateral Security Condition 8.3(a), the Redemption Date, the Collateral Credit Security Settlement Date (if not the Redemption Date) or the Cash Settlement Date, as the case may be, shall be an Interest Payment Date in respect of each Collateral Security Credit Certificate and the Issuer shall pay any interest that has accrued (and is unpaid) in respect of each Collateral Security Credit Certificate on such Interest Payment Date.

(d) General

For the avoidance of doubt, this Collateral Security Condition 8.3 shall apply only where the Final Terms specify that the Collateral Security Credit Certificates bear interest.

8.4 Satisfaction of the Conditions to Settlement

The "Conditions to Settlement" will be satisfied upon the Calculation Agent delivering to the Issuer a Credit Event Notice.

8.5 Miscellaneous Provisions relating to Collateral Security Credit Certificates

(a) Collateral Asset Withdrawals

The Issuer will use reasonable endeavours to obtain from the Reference Entity payment of the amount specified in the Unwind Notice and all amounts standing to the credit of the Deposit. The Issuer may appoint an agent to assist it in making payments into or withdrawing amounts from the Deposit.

(b) Determinations of the Calculation Agent

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Collateral Security Credit

Certificates shall (in the absence of manifest error) be final and binding on the Issuer, the Guarantor and the Holders. In performing its duties pursuant to these Collateral Security Credit Conditions, the Calculation Agent shall act in its sole and absolute discretion acting reasonably and in good faith. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. If the Calculation Agent chooses to rely on the determinations of the relevant Credit Derivatives Determinations Committee it may do so without liability. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Collateral Security Credit Certificates including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent, the Issuer or the Guarantor shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

(c) Delivery of Notices

As soon as reasonably practicable after receiving a Credit Event Notice or Extension Notice from the Calculation Agent, the Issuer shall promptly inform, or shall procure that the Calculation Agent informs, the Holders in accordance with W&C Security Condition 10.

8.6 Definitions

The following definitions shall apply to Collateral Security Credit Certificates.

"**Bankruptcy**" means the Reference Entity:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;

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

(f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or

(h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (g) above (inclusive).

"**BNP Paribas Group**" means BNP Paribas and its consolidated subsidiaries.

"**Cash Settlement Date**" means the date falling three Business Days (or such other number of days specified in the applicable Final Terms) after the Credit Event Valuation Date.

"**Certificate Value**" means the marked to market value of the Certificate immediately prior to the occurrence of the Credit Event expressed as a percentage of the Notional Amount of the Collateral Security Credit Certificate as determined by the Calculation Agent in its sole discretion and, in respect of such determination, that the Calculation Agent shall ignore the credit-linked component and credit linked provisions of the Collateral Security Credit Certificate for the purposes of such valuation.

"**Credit Derivatives Determinations Committee**" means each committee established by ISDA for the purposes of reaching certain DC Resolutions in connection with credit derivative transactions in the over the counter markets, as more fully described in the Rules.

"**Credit Event**" means the occurrence of a Bankruptcy with respect to the Reference Entity or a Failure to Pay.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

(a) any lack or alleged lack of authority or capacity of a Reference Entity to enter into the Reference Obligation;

(b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to the Reference Obligation, however described;

(c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

(d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

"**Credit Event Determination Date**" means the first date on which a Credit Event Notice is effective.

"**Credit Event Notice**" means an irrevocable notice from the Calculation Agent to the Issuer that describes a Credit Event that occurred on or after the Trade Date and on or prior to the earlier of (i) if Automatic Early Redemption Event is specified as applicable in the Final Terms, the Automatic Early Redemption Date immediately following the Automatic Early Redemption Valuation Date on which an Automatic Early Redemption Event has occurred, (ii) the date on which an Enforcement Event occurs and (iii) the day falling two Business Days prior to the Collateral Credit Security Settlement Date.

"**Credit Event Settlement Amount**" means an amount per Certificate subject to a minimum of zero, equal to:

NA × (Certificate Value – Redemption Adjustment)

"**Credit Event Valuation Date**" means any Business Day from, and including the Credit Event Determination Date to, and including, the Credit Event Valuation Period End Date as selected by the Calculation Agent in its sole discretion (such period, the "**Credit Event Valuation Period**") provided that the Credit Event Valuation

Date may be postponed where the Valuation Extension Condition is satisfied, in which case the Credit Event Valuation Date will be any Business Day from, and including the Credit Event Determination Date to, and including, the last Business Day of the Extended Valuation Period, as selected by the Calculation Agent in its sole discretion.

"**Credit Event Valuation Period End Date**" means, unless specified otherwise in the applicable Final Terms, the day falling 180 Business Days following the Credit Event Determination Date.

"**Collateral Credit Security Settlement Date**" means:

(a) the Redemption Date; or

(b) where the Issuer, having received from the Calculation Agent an Extension Notice in relation to the Reference Entity, delivers it to the Holders on or prior to the day falling three Business Days prior to the Redemption Date, the Extended Redemption Date.

"**DC Resolution**" has the meaning given to it in the Rules.

"**Extended Redemption Date**" means the date that is five Business Days following the later of:

(a) the Redemption Date where paragraph (a) of the definition of "Extension Notice" applies; and

(b) the last day of the Grace Period where paragraph (b) of the definition of "Extension Notice" applies.

"**Extension Notice**" means a notice delivered by the Calculation Agent to the Issuer stating that (a) without prejudice to sub-paragraph (b), a Credit Event has occurred or may occur on or prior to the Redemption Date or (b) a Potential Failure to Pay has occurred or may occur on or prior to the Redemption Date.

"**Extended Valuation Period**" means the period from, and including the Credit Event Determination Date to, and including the day falling 720 calendar days (or such other day specified in the applicable Final Terms) following the Credit Event Determination Date.

"**Failure to Pay**" means, after the expiration of the Grace Period, the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under the Reference Obligation in accordance with the terms of such Reference Obligation at the time of such failure.

"**Final Price**" means the amount expressed as a percentage of the Reference Obligation Notional Amount (as at the date the Credit Event occurred) equal to:

(a) (i) the amount received by the Issuer from the Reference Entity in relation to the Reference Obligation in the period from, and including, the day on which the relevant Credit Event occurred to, and including, the last day in the Credit Event Valuation Period; or

(i) if the Issuer in its sole discretion acting in a commercially reasonable manner elects to transfer its rights in respect of the Reference Obligation to a third party (which may be an Affiliate of the Issuer) on an arm's length basis and the Issuer effects a transfer of such rights on or prior to the last day in the Credit Event Valuation Period, the amount received from the third party to which the Issuer has been able to transfer its rights related to the Reference Obligation less any costs or expenses incurred in or relating to such transfer;

(b) where the Valuation Extension Condition is satisfied, the amount paid by the Reference Entity to the Issuer in relation to the Reference Obligation on or prior to the last Business Day of the Extended Valuation Period; and

(c) if no amount has been paid to the Issuer by the Reference Entity on or prior to the last day of the Credit Event Valuation Period or, if the Valuation Extension Condition is satisfied, the last Business Day of the Extended Valuation Period and the Issuer has not transferred its rights related to the Reference Obligation to a third party on or prior to the last day of the Credit Event Valuation Period, the Final Price shall be deemed to be equal to zero.

For the avoidance of doubt, the Final Price as determined in accordance with sub-paragraphs (a) and (b) above may be deemed to be equal to zero.

"**Grace Period**" means the period of 15 Business Days (or such other period specified in the Final Terms) from the date on which an Unwind Notice has been delivered to the Reference Entity.

"**ISDA**" means the International Swaps and Derivatives Association, Inc. (or any successor thereto).

"**NA**" means the Notional Amount.

"**Non Recovered Loss**" means an amount expressed as a percentage calculated in accordance with the following formula:

$$\frac{RONA}{ONA} \times (100\% - Final\ Price)$$

"**Outstanding Notional Amount**" or "**ONA**" means the outstanding nominal amount of all issued Collateral Security Credit Certificates of the relevant series which have not been redeemed or are not held by an entity in the BNP Paribas Group.

"**Payment Requirement**" means EUR 1 (or such other amount specified in the applicable Final Terms).

"**Potential Failure to Pay**" means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement in respect of the Reference Obligation, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to the Reference Obligation, in accordance with the terms of the Reference Obligation at the time of such failure.

"**Redemption Adjustment**" means the aggregate of (i) any costs expressed as a percentage of the Outstanding Notional Amount payable by the Issuer or any of its Affiliates to unwind or terminate any hedging transaction or hedging positions related to the Certificates and (ii) any Non Recovered Loss in respect of the Reference Obligation.

"**Reference Obligation**" means a cash deposit by the Issuer (the "**Deposit**") with the Reference Entity in an amount equal to the Reference Obligation Notional Amount from time to time.

"**Reference Obligation Notional Amount**" or "**RONA**" means an amount placed on deposit with the Reference Entity by the Issuer upon issue of the Certificates, which amount may be reduced or increased in the manner set out in Collateral Security Condition 3.2(b).

"**Reference Entity**" means the party specified as such in the applicable Final Terms and any Successor thereto.

"**Rules**" means the Credit Derivatives Determinations Committee Rules, as published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

"**Succession Event**" means an event such as a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement;

"**Successor**" means any direct or indirect successor to the Reference Entity which assumes the Reference Obligation following a Succession Event in respect of the Reference Entity or, if there is more than one such successor entity, the successor entity which assumes the highest proportion of the outstanding balance of the Reference Obligation as determined by the Calculation Agent, provided that if more than one successor entity assumes such highest proportion of such Reference Obligation, the successor entity shall be determined by the Calculation Agent acting in a commercially reasonable manner.

"**Unwind Notice**" means a notice to the Reference Entity requesting the withdrawal of all or any part of the amounts standing to the credit of the Deposit.

"**Valuation Extension Condition**" means (i) the transfer of the Issuer's rights relating the Reference Obligation has not been possible on or prior to the last day in the Credit Event Valuation Period, (ii) no amount has yet been received by the Issuer from the Reference Entity in respect of the Reference Obligation on or prior to the last day in the Credit Event Valuation Period and (iii) the Issuer determines that the Final Price is likely to be higher than zero if there is an Extended Valuation Period and the Credit Event Valuation Date is postponed and it notifies the Issuer and the Calculation Agent accordingly.

**9. Exercise Rights (Warrants)**

9.1 The first paragraph of W&C Security Condition 24.2 shall not apply and shall be replaced with the following:

"If the Warrants are Cash Settled Warrants, each such Warrant or, if Units are specified in the applicable Final Terms, each Unit entitles its Holder, upon due exercise and subject, in the case of Warrants represented by a Clearing System Global Warrant, other than a Rule 144A Global Warrant, or a Registered Warrant, to certification as to non-U.S. beneficial ownership, and, in the case of Warrants represented by Rule 144A Global Warrants and Private Placement Definitive Warrants, to such certifications as to compliance with U.S. securities laws as the Issuer shall require or as shall be set out in the applicable Final Terms, to receive from the Issuer on the Settlement Date (provided that no Enforcement Event has occurred) the Cash Settlement Amount."

9.2 The first paragraph of W&C Security Condition 24.3 (Physical Settlement) shall not apply and shall be replaced with the following:

"If the Warrants are Physical Delivery Warrants, each such Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, entitles its Holder, upon due exercise and subject, in the case of Warrants, represented by a Clearing System Global Warrant, other than a Rule 144A Global Warrant, or a Registered Warrant, to certification as to non-U.S. beneficial ownership and, in the case of Warrants represented by a Rule 144A Global Warrant or a Private Placement Definitive Warrant, to such certifications as to compliance with U.S. securities laws as the Issuer shall require or as shall be set out in the applicable Final Terms, to receive from the Issuer on the Settlement Date (provided no Enforcement Event has occurred) the Entitlement subject to payment of the relevant Exercise Price and any other sums payable. The method of delivery of the Entitlement is set out in the applicable Final Terms."

**10. Redemption (Certificates)**

W&C Security Condition 34.1-34.8 (inclusive) will not apply.

10.1 General

Unless the Certificates are Exercisable Certificates, subject as provided in these Terms and Conditions, provided no Enforcement Event has occurred, each Certificate (other than a Credit Certificate or Collateral Security Credit Certificate) will be redeemed by the Issuer:

(a) in the case of a Cash Settled Certificate, by payment of the Cash Settlement Amount; or

(b) in the case of a Physical Delivery Certificate, subject as provided in W&C Security Conditions 5 and 35, by delivery of the Entitlement,

such redemption to occur in either case, subject as provided below, on the date falling on the fifth Business Day following the Valuation Date, unless specified otherwise in the applicable Final Terms (the "**Redemption Date**"). If (i) the date for payment of any amount in respect of the Certificates is not a Business Day, the holder thereof shall not be entitled to payment until the next following Business Day and shall not be entitled to any further payment in respect of such delay or (ii) the date for delivery of any Entitlement in respect of the Certificates is not a Settlement Business Day (as defined in W&C Security Condition 5.1), the Holder thereof shall not be entitled to delivery of the Entitlement until the next following Settlement Business Day.

The Certificates may also be subject to automatic early redemption upon the occurrence of an Automatic Early Redemption Event, as defined in and in accordance with the provisions of W&C Security Condition 34.9 if specified in the applicable Final Terms.

10.2 Credit Certificates and Collateral Security Credit Certificates

Subject as provided in these Terms and Conditions and as specified in the applicable Final Terms and provided no Enforcement Event has occurred, each Credit Certificate and Collateral Security Credit Certificate will be redeemed by the Issuer by payment of the Cash Settlement Amount such redemption to occur on the Redemption Date specified in the applicable Final Terms subject as provided in Annex 12 (Additional Terms and Conditions for Credit Securities) and, in the case of Collateral Security Credit Certificates, Collateral Security Condition 8. If the date for payment of any amount in respect of the Certificates is not a Business Day, the holder thereof shall not be entitled to payment until the next following Business Day and shall not be entitled to any payment in respect of such delay.

10.3 Issuer Call Option

If Issuer Call Option is specified in the applicable Final Terms, the Issuer may, provided no Enforcement Event has occurred and having given:

(a) except in the case of Certificates represented by Private Placement Definitive Certificates and Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, not less than the minimum notice period nor more than the maximum notice period specified in the applicable Final Terms (the "**Notice Period**") notice to the Holders in accordance with W&C Security Condition 10 and, in the case of Certificates represented by Private Placement Definitive Certificates and Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, not less than 30 nor more than 45 days' notice to the Holders in accordance with W&C Security Condition 10; and

(b) not less than 15 days (or such Notice Period specified in the applicable Final Terms) before the giving of the notice referred to in (a), notice to the relevant Security Agent or, in the case of CREST Dematerialised Certificates, not less than 45 days' notice to the Euroclear Registrar,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Certificates then outstanding on any date fixed for redemption as specified in the applicable Final Terms (an "**Optional Redemption Date**") and at an amount (the "**Optional Redemption Amount**") specified in, or determined on the date (the "**Optional Redemption Valuation Date**") and in the manner specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

In the case of a partial redemption of Certificates (other than CREST Dematerialised Certificates), the rights of Holders of Certificates represented by a Global Security, or Holders of Italian Dematerialised Certificates, Swedish Dematerialised Securities, Danish Dematerialised Securities or Finnish Dematerialised Securities will be governed by the standard procedures of Euroclear, Clearstream Luxembourg, Euroclear France, DTC, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland, as applicable, or any relevant Clearing System (as the case may be). With respect to Certificates represented by Private Placement Definitive Certificates, the Definitive Security Agent will select the Certificates to be redeemed individually by lot, not more than 45 days prior to the date fixed for redemption, and give notice to Holders, in accordance with Condition 10, of the serial numbers of the Certificates to be redeemed not less than 15 days prior to the date fixed for redemption. Private Placement Definitive Certificates may only be redeemed in minimum amounts of U.S.$250,000 or more, and the remaining unredeemed portion thereof must be at least U.S.$250,000. So long as the Securities are listed on the official list of Euronext Paris ("**Euronext Paris**") and admitted to trading on the regulated market of Euronext Paris and the rules of that stock exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Certificates, cause to be published on the website of Euronext Paris (www.euronext.com) a notice specifying the aggregate nominal amount of Certificates outstanding. In the case of a partial redemption of CREST Dematerialised Certificates, the notice to Holders referred to in this Condition 34.3 shall specify any procedures for partial redemption laid down in the then applicable Uncertificated Securities Regulations.

10.4 Holder Put Option

If Holder Put Option is specified in the applicable Final Terms, upon the Holder of any Certificate giving to the Issuer not less than than the minimum notice period nor more than the maximum notice period notice specified in the applicable Final Terms (the "**Notice Period**")) the Issuer will, upon the expiry of such notice and provided no Enforcement Event has occurred, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), such Certificate on any date fixed for redemption as specified in the applicable Final Terms (an "**Optional Redemption Date**") and at an amount (the "**Optional Redemption Amount**") specified in, or determined on the date (the "**Optional Redemption Valuation Date**") and in the manner specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date (each date and amount as specified in the applicable Final Terms). If Put Payout 2210 or 2300 is specified as applicable in the applicable Final Terms, the Optional Redemption Amount shall be Put Payout 2210 or Put Payout 2300, as applicable. If the product of Put Payout 2210 or Put Payout 2300, as the case may be is zero, no amount shall be payable on redemption of such Certificate.

If the Certificate is held outside DTC, Euroclear and Clearstream, Luxembourg, Euroclear France and/or any other relevant Clearing System, to exercise the right to require redemption of the Certificate the Holder of the Certificate must deliver at the specified office of any Security Agent or the Registrar at any time during normal business hours of such Registrar or Security Agent falling within the Notice Period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any

Security Agent (a "**Put Notice**") and in which the Holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Collateral Security Condition 10.4, accompanied by the Certificate or evidence satisfactory to the Security Agent concerned that the Certificate will, following delivery of the Put Notice, be held to its order or under its control in a manner reasonably satisfactory to the Security Agent concerned. If the Certificates are CREST Dematerialised Certificates, to exercise the right to require redemption of the Certificate, the Holder of the Certificate must, not less than 30 nor more than 60 days before the Optional Redemption Date, deposit with the Euroclear Registrar a duly completed Put Notice in the form obtainable from the Euroclear Registrar and in accordance with the Uncertificated Securities Regulations. If the Certificate is held through DTC, Euroclear or Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System, to exercise the right to require redemption of the Certificate the Holder of the Certificate must, within the Notice Period, give notice to the Security Agent concerned of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System or any common depositary for them to the Security Agent by electronic means) in a form acceptable to DTC, Euroclear and Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System from time to time and, if the Certificate is represented by a Global Certificate, at the same time present or procure the presentation of the relevant Global Certificate to the relevant Security Agent for notation accordingly. In the case of Finnish Dematerialised Certificates, in order to exercise this option the Holder must transfer or procure the transfer of the relevant Certificates have been transferred to the account designed by the Finnish Security Agent and procure that such account is blocked for further transfer on or prior to the Optional Redemption Date. Any Put Notice given by a Holder of any Certificate pursuant to this Collateral Security Condition 10.4 shall be irrevocable.

10.5 Redemption in Instalments

If the applicable Final Terms specify that the Certificates are Instalment Certificates, each Certificate will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms.

10.6 Redemption of Partly Paid Certificates

Partly Paid Certificates will be redeemed in accordance with the provisions set out in the applicable Final Terms.

10.7 Exercise of Certificates

If the Certificates are Cash Settled Certificates and Exercise of Certificates is specified as applicable in the applicable Final Terms, provided no Enforcement Event has occurred, the Certificates (such Certificates "**Exercisable Certificates**") will be automatically exercised on the Exercise Date, or, if Multiple Exercise is specified as applicable in the applicable Final Terms, each Exercise Date subject as provided in the following paragraph and, in the case of Credit Certificates, to the provisions of Annex 12 (Additional Terms and Conditions for Credit Securities) and, in the case of Collateral Security Credit Certificates, Collateral Security Condition 8. Upon automatic exercise each Certificate entitles its Holder to receive from the Issuer the Cash Settlement Amount on the Redemption Date or, if Multiple Exercise is specified as applicable in the applicable Final Terms, the relevant Exercise Settlement Date.

If the Certificates are Italian Listed Certificates, prior to the Renouncement Notice Cut-off Time, as specified in the applicable Final Terms, on an Exercise Date, the Holder of a Certificate may renounce automatic exercise of such Certificate by the delivery or sending by fax of a duly completed Renouncement Notice (a

"**Renouncement Notice**") in the form set out in the applicable Final Terms to the Italian Security Agent. Once delivered a Renouncement Notice shall be irrevocable. Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by the Italian Security Agent (in consultation with Monte Titoli) and shall be conclusive and binding on the Issuer, the Guarantor, if applicable, the Security Agents and the relevant Holder. Subject as set out below, any Renouncement Notice so determined to be incomplete or not in proper form shall be null and void. If such Renouncement Notice is subsequently corrected to the satisfaction of the Italian Security Agent, it shall be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the Italian Security Agent.

10.8 Open End Certificates

If "Open End" is specified as applicable in the relevant Final Terms, the Redemption Date of such Open End Certificates will, notwithstanding any provision to the contrary, be the date falling (5) five Business Days after the relevant Averaging Date, Observation Date, Strike Date or, as applicable, Valuation Date determined by the Issuer in its sole discretion, provided that the relevant Averaging Date, Observation Date, Strike Date or Valuation Date so-determined by the Issuer is notified to the Holders at the latest ten (10) Business Days prior to the contemplated date in accordance with W&C Security Condition 10.

If a Certificate is an Open End Certificate, "Knock-in Event" and "Knock-out Event" may not be specified as applicable in the relevant Final Terms in respect of such Certificate.

**11. Payments (Certificates)**

W&C Security Condition 35.1 shall not apply. Except in the case of CREST Dematerialised Certificates, Registered Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates, Finnish Dematerialised Certificates and subject as provided below, the Issuer shall pay or cause to be paid the Cash Settlement Amount or the relevant amount (if any) payable under the Credit Security Conditions (or in the case of Instalment Certificates, each Instalment Amount) or Security Realised Amount and an amount equal to the Shortfall (if any) for each Certificate by credit or transfer to the Holder's account with the relevant Clearing System or the Definitive Security Agent, as the case may be (in the case of English Law Certificates other than CREST Dematerialised Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates, Finnish Dematerialised Certificates and Certificates held through Euroclear France ("**Euroclear France Certificates**") or with the relevant Account Holder (in the case of Euroclear France Certificates)) for value on the Redemption Date (or (a) in the case of Instalment Certificates, on the relevant Instalment Date; or (b) if Multiple Exercise is specified as applicable in the applicable Final Terms, on the relevant Exercise Settlement Date) less any Expenses, such payment to be made in accordance with the rules of such Clearing System or the Definitive Security Agent, as the case may be or Account Holder. Payment of any Shortfall by the Guarantor (if any) shall be made in the same manner as the Security Realised Amount is paid by, or on behalf of, the Issuer.

Except in the case of Registered Certificates, CREST Dematerialised Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates and Finnish Dematerialised Certificates where the Certificates pay interest, subject as provided below, the Issuer shall pay or cause to be paid the Interest Amount for each Certificate in respect of each Interest Payment Date by credit or transfer to the Holder's account with the relevant Clearing System or in the case of Private Placement Definitive Certificates, the office of the Definitive Security Agent, as the case may be, for value on the relevant Interest Payment Date, such payment to be made in accordance with the rules of such Clearing System or the Definitive Security Agent, as the case may be.

Except in the case of CREST Dematerialised Certificates, Registered Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates and Finnish Dematerialised Certificates, the Issuer or the Guarantor will be discharged by payment to, or to the order of, the relevant Clearing System or the Definitive

Security Agent, as the case may be, or, as the case may be, the relevant Account Holder, in respect of the amount so paid. Each of the persons shown in the records of the relevant Clearing System or the Definitive Security Agent, as the case may be, or whose name appears in the account of the relevant Account Holder (in the case of Euroclear France Certificates) as the holder of a particular amount of the Certificates must look solely to the relevant Clearing System or the Definitive Security Agent, as the case may be, or, as the case may be, the relevant Account Holder for his share of each such payment so made to, or to the order of, such Clearing System or the Definitive Security Agent, as the case may be or Account Holder.

In the case of OET Certificates, the Issuer shall confirm to the Principal Security Agent and to the relevant Account Holders (in the case of OET Certificates held through Euroclear France) or Euroclear and Clearstream, Luxembourg (in the case of OET Certificates held through Euroclear or Clearstream, Luxembourg), the Cash Settlement Amount to be paid in respect of each OET Certificate.

In the case of Private Placement Definitive Certificates only, if a Holder has given wire transfer instructions to the Issuer and Definitive Security Agent, the Issuer will make all payments in accordance with those instructions.

In the case of CREST Dematerialised Certificates and subject as provided below, the Euroclear Registrar shall pay or cause to be paid the Cash Settlement Amount (if any), the relevant amount (if any) payable under the Credit Security Conditions, Instalment Amount (if any), the Security Realised Amount, Shortfall, and the Interest Amount (if any) in respect of CREST Dematerialised Certificates to the relevant Holder's cash account (as shown in the records of the Operator), such payment to be made in accordance with the rules of the Operator. Payments in respect of CREST Dematerialised Securities will be discharged by payment (as shown in the records of the Operator) to the cash account of the relevant Holder.

In the case of Registered Certificates, the Issuer shall pay or cause to be paid the Cash Settlement Amount or the relevant (if any) amount payable under the Credit Security Conditions (or in the case of Instalment Amount, each Instalment Amount) or Security Realised Amount and an amount equal to the Shortfall (if any) in respect of each Registered Certificate (whether or not in global form) against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Certificate at the specified office of the Registrar or any of the Security Agents by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Certificate appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date (the "**Record Date**"). Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the amount of the Certificates held by a holder is less than U.S.$250,000 (or integral multiples of U.S.$1,000 in excess thereof) (or its approximate equivalent in any other Settlement Currency), payment will instead be made by a cheque in the Settlement Currency drawn on a Designated Bank (as defined below). For these purposes, "**Designated Account**" means the account maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means (in the case of payment in a Settlement Currency other than euro) a bank in the principal financial centre of the country of such Settlement Currency and (in the case of a payment in euro) any bank which processes payments in euro. Payment of any Shortfall by the Guarantor (if any) shall be made in the same manner as the Security Realised Amount is paid by, or on behalf of, the Issuer.

In the case of Registered Certificates and where the Certificates pay interest, the Issuer shall pay or cause to be paid the Interest Amount (other than the final Interest Amount) in respect of each Registered Certificate (whether or not in global form) by a cheque in the Settlement Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located

immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Certificate appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the Record Date at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Certificate, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) in respect of the Registered Certificates which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the Interest Amount due in respect of each Registered Certificate on redemption will be made in the same manner as payment of the Cash Settlement Amount of such Registered Certificate.

Holders of Registered Certificates will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Certificate as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar/relevant Security Agent in respect of any payments of principal or interest in respect of the Registered Certificates.

None of the Issuer, the Guarantor (if applicable), the Collateral Agent or any of the Security Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Certificates or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

A record of each payment made on such Registered Global Certificate, distinguishing between any payment of the Cash Settlement Amount and any Interest Amount, will be made on such Registered Global Certificate by the Registrar to which such Registered Global Certificate is presented for the purpose of making such payment, and such record shall be *prima facie* evidence that the payment in question has been made.

The holder of the relevant Registered Global Certificate shall be the only person entitled to receive payments in respect of Registered Certificates represented by such Registered Global Certificate and the payment obligations of the Issuer or the Guarantor (if any) will be discharged by payment to, or to the order of, the holder of such Registered Global Certificate in respect of each amount so paid. Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, as the holder of a particular amount of Certificates must look solely to Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of the relevant Registered Global Certificate. No person other than the holder of the relevant Registered Global Certificate shall have any claim against the Issuer or the Guarantor (if any) in respect of any payments due on that Registered Global Certificate.

In the case of Swedish Dematerialised Certificates, payment of the Cash Settlement Amount (if any) (or in the case of Instalment Certificates, each Instalment Amount) or the relevant amount (if any) payable under the Credit Security Conditions, Security Realised Amount, Shortfall and Interest Amount (if any) will be made to persons registered as Holders in the register maintained by Euroclear Sweden, in the case of Swedish Dematerialised Certificates issued in nominal, on the fifth Business Day, or in the case of Swedish Dematerialised Certificates issued in units, the fourth Business Day immediately prior to the Redemption Date (or in the case of Instalment Certificates, Instalment Date) or Interest Payment Date, as the case may be (the "**Payment Date**") or the date on which the Enforcement Event occurred (the "**Swedish Record Date**"). The Swedish Security Agent will pay the relevant amount through Euroclear Sweden to each Holder appearing in

the Euroclear Sweden Register on the Swedish Record Date on the Payment Date or on the relevant date on which the Security Realised Amount is paid in accordance with these Collateral Security Conditions.

In the case of Finnish Dematerialised Certificates, payment of the Cash Settlement Amount (if any) (or in the case of Instalment Certificates, each Instalment Amount) or the relevant amount (if any) payable under the Credit Security Conditions, Security Realised Amount, Shortfall and Interest Amount (if any) will be made to persons registered as Holders in the register maintained by Euroclear Finland, in the case of Finnish Dematerialised Certificates issued in nominal, on the Business Day preceding the Redemption Date (or in the case of Instalment Certificates, Instalment Date) or Interest Payment Date, as the case may be (the "**Finnish Payment Date**"), or in the case of Finnish Dematerialised Certificates issued in units, on the fifth trading day following the Redemption Valuation Date (both referred to as the "**Finnish Record Date**"). The Finnish Security Agent will pay the relevant amount to each Holder appearing in the Euroclear Finland Register on the Finnish Record Date, in the case of Finnish Dematerialised Certificates issued in nominal, on the Finnish Payment Date (being the first Business Day following the Finnish Record Date), or, in the case of Finnish Dematerialised Certificates issued in units, on the third Business Day following the Finnish Record Date, or on the occurrence of an Enforcement Event, in accordance with the rules and regulations of Euroclear Finland. In the event of late payment not due to an event or circumstance mentioned below in this paragraph, penalty interest will be payable on the overdue amount from the due date for payment thereof up to and including the date on which payment is made at an interest rate corresponding to, in the case of Helsinki Business Day, EURIBOR (or any other interbank offered rate applicable in Helsinki) increased by one percentage point. Interest will not be capitalized. Where the Issuer, the Guarantor, if any, or any Security Agent, due to any legal enactment (domestic or foreign), the intervention of a public authority (domestic or foreign), an act of war, strike, blockade, boycott, lockout or any other similar event or circumstance, is prevented from effecting payment, such payment may be postponed until the time the event or circumstance impeding payment has ceased, with no obligation to pay penalty interest. The provisions in this paragraph shall apply to the extent that nothing to the contrary follows from applicable provisions specified in the applicable Final Terms, or from the provisions of the Finnish Act on the Book-Entry System (*Fin. laki arvo-osuusjärjestelmästä* (826/1991)) and the Finnish Act on Book-Entry Accounts (*Fin. laki arvo-osuustileistä* (827/1991)).

In the case of Danish Dematerialised Certificates, payment of the Cash Settlement Amount (if any) (or in the case of Instalment Certificates, each Instalment Amount) or the relevant amount (if any) payable under the Credit Security Conditions, Security Realised Amount, Shortfall and Interest Amount (if any) will be made to persons registered as Holders in the register maintained by VP Denmark, in the case of Danish Dematerialised Certificates issued in nominal, on the fifth Business Day, or in the case of Danish Dematerialised Certificates issued in units, the fourth Business Day immediately prior to the Redemption Date (or in the case of Instalment Certificates, Instalment Date) or Interest Payment, as the case may be (the "**Danish Payment Date**") or the date on which the Enforcement Event occurred (the "**Danish Record Date**".) The Danish Security Agent will pay the relevant amount through VP Denmark to each Holder appearing in the VP Denmark Register on the Danish Record Date on the Danish Payment Date or on the relevant date on which the Security Realised Amount is paid in accordance with these Collateral Security Conditions.

If the determination of any amount in respect of interest or premium amount due in respect of the Certificates on an Interest Payment Date or Premium Amount Payment Date (such date a "**Scheduled Payment Date**") is calculated by reference to the valuation of one or more Underlying Reference(s) and the date (or final date, as the case may be) for such valuation is postponed or delayed as provided in the Terms and Conditions to a date (such date the "**Delayed Date**") falling less than two Business Days preceding such Scheduled Payment Date, notwithstanding any provision to the contrary in the Terms and Conditions such Interest Payment Date or Premium Amount Payment Date, as the case may be, shall be postponed to the day falling two Business Days following such Delayed Date and no interest, premium or other amount shall be payable on the Certificates in respect of such delay.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment.

## Part B

This Part B shall only apply if the Final Terms of the Securities specify that Part B of Annex 13 (Additional Terms and Conditions for Secured Securities) applies and/or that the relevant Secured Securities are Collateral Asset Linked Securities. Where this Part B applies, for the avoidance of doubt, the terms of Part A of Annex 13 and Part C of Annex 13 shall not apply to the Securities. This Part B may only apply to Secured Securities which are Certificates and may not apply to Secured Securities which are Warrants.

### 1. Definitions

"**Additional Security Document**" means any security document which is entered into by the Issuer in respect of a Collateral Pool in addition to a Pledge Agreement;

"**Aggregate Collateral Proceeds Share**" means, in respect of a series of Secured Securities, the product of the Collateral Percentage applicable to such series of Secured Securities and the Realisation Amount in respect of the Collateral Pool which secures such series of Secured Securities;

"**Aggregate Delivery Share**" means the product of (i) aggregate number of Secured Securities of a series held by a Holder which are secured by the Relevant Reference Collateral Assets expressed as a proportion of the total number of Secured Securities of such series which are secured by the Relevant Reference Collateral Assets and (ii) the Relevant Reference Collateral Assets;

"**Aggregate Final Security Value**" means, in respect of a series of Securities, the aggregate of the Final Security Values of each Secured Security in such series of Secured Securities;

"**Alternative Security Document**" means any security document which is entered into by the Issuer in respect of a Collateral Pool as an alternative to a Pledge Agreement;

"**BNPP Holding**" means, at any time, in respect of a series of Secured Securities, the number of Secured Securities held by the Issuer and/or any Affiliate(s) of the Issuer;

"**Collateral Account**" has the meaning given to it in Collateral Security Condition 3.2;

"**Collateral Agent**" means BNP Paribas Trust Corporation UK Limited, or such other entity as is specified in the applicable Final Terms, and, if applicable, any sub-agent of, or any other entity appointed by the Collateral Agent;

"**Collateral Asset Linked Security**" means a Certificate in respect of which the Final Terms specify that Part B of Annex 13 (Additional Terms and Conditions for Secured Securities) will apply;

"**Collateral Asset Issuer**" means the issuer of, and/or obligor in respect of, any relevant Collateral Assets;

"**Collateral Assets**" means any Reference Collateral Assets and MTM Adjustable Assets specified as Eligible Collateral specified in the applicable Final Terms (if any) and any Eligible Collateral delivered to the Collateral Custodian as additional or alternative Collateral Assets, together with, in each case, any accrued interest, redemption proceeds, income or other assets derived from such Eligible Collateral to the extent held in the relevant Collateral Account but shall not include any Collateral Assets which have been withdrawn from a Collateral Account in accordance with the relevant Pledge Agreement and the Agency Agreement;

"**Collateral Asset Default Determination Date**" means the date on which it is determined in accordance with Collateral Security Condition 7.2 that a Collateral Asset Default or Collateral Asset Default Event, as the case may be, has occurred;

"**Collateral Calculation Agent**" means BNP Paribas Arbitrage S.N.C. or such other entity specified in the applicable Final Terms;

"**Collateral Custodian**" means BNP Paribas Securities Services, Luxembourg Branch and/or such other entity as is specified in the applicable Final Terms, and, if applicable, any sub-custodian of, or any other entity appointed by the Collateral Custodian;

"**Collateral Delivery Date**" means, in respect of a Collateral Pool, the date scheduled by the Collateral Agent to be the date on which the Collateral Agent intends to deliver the Reference Collateral Assets in such Collateral Pool to Holders in accordance with Collateral Security Condition 3.6;

"**Collateral Delivery Rounding Amount**" has the meaning given to it in Collateral Security Condition 3.6;

"**Collateral Percentage**" means, in respect of a series of Secured Securities, the amount (expressed as a percentage) equal to the Aggregate Final Security Value applicable to such series of Secured Securities divided by the Pool Aggregate Final Security Value applicable to the Collateral Pool which secures such series of Secured Securities;

"**Collateral Pool**" means a pool of Collateral Assets (including a cash deposit) held in a Collateral Account which secure one or more series of Secured Securities as specified in the applicable Final Terms;

"**Collateral Proceeds Share**" means, in respect of the series of Secured Securities, the pro rata share of each Secured Security (excluding any Secured Securities held by the Issuer or an Affiliate) in the Aggregate Collateral Proceeds Share applicable to such series of Secured Securities. For the avoidance of doubt, the Aggregate Collateral Proceeds Share applicable to each Security held by the Issuer or an Affiliate shall be equal to zero.

"**Collateral Settlement Disruption Event**" means due to an event beyond the control of the Collateral Agent, the Collateral Agent determines it is impossible or illegal for the Collateral Agent to deliver the relevant Entitlement to a Holder on the related Collateral Delivery Date due to failure of the relevant clearance system or due to any law, regulation, court order or market conditions;

"**Collateral Valuation Date**" means a date on which the Collateral Calculation Agent determines the marked to market value of the MTM Adjustable Assets in the relevant Collateral Pool, and the marked to market value of the relevant Placed Secured Securities, on such periodic basis as is specified in the applicable Final Terms;

"**Collective Investment Scheme**" means any scheme or arrangement made or offered by any company, under which the contributions or payments made by investors are pooled and utilised with a view to receiving profits, income, property or other benefit and managed on behalf of investors;

"**Delivery Share**" means, in respect of a Secured Security and a Holder, the *pro rata* share of a Secured Security within such series in the Aggregate Delivery Share applicable to such Holder;

"**Default Notification**" means the delivery of a written notice by a Holder, or if applicable, the Distributor acting on behalf of a Holder to each of the Issuer, the Principal Security Agent and the Collateral Agent specifying that an Event of Default has occurred in accordance with Collateral Security Condition 6.1;

"**Dispute Period**" means the period commencing on the day on which the Collateral Agent receives a Default Notification and ending at 5:00 pm (Paris time) on the fifth Business Day following such receipt;

"**Distributor**" means the party specified as such in the applicable Final Terms;

"**Eligible Collateral**" means assets which are one or more of the types of asset which are listed in the Eligible Collateral Annex to this Annex and which are specified in the applicable Final Terms to be Eligible Collateral

for the relevant Collateral Pool and as MTM Adjustable Assets and/or Reference Collateral Assets in the applicable Final Terms;

"**Enforcement Event**" means the delivery of an Enforcement Notice by the Collateral Agent to each of the Issuer, the Principal Security Agent, the Collateral Custodian, the Swap Counterparty (if any) and Repo Counterparty (if any);

"**Enforcement Expenses**" means all amounts due to the Collateral Agent and/or any appointee thereof, including any costs, expenses and taxes incurred in connection with the realisation of, or enforcement with respect to, the MTM Adjustable Assets in the Collateral Pool and the distribution of such proceeds, the delivery of the Reference Collateral Assets to the Holders of the Secured Securities and any other unpaid amounts payable to the Collateral Agent under the Agency Agreement;

"**Enforcement Notice**" means a notice specifying that a Default Notification has been received from a Holder and no Event Dispute Notice has been received from the Issuer within the Dispute Period with respect to such Default Notification and that, as a result, the Secured Securities are immediately due and payable;

"**Event Dispute Notice**" means a notice from the Issuer to the Collateral Agent following receipt of a Default Notification specifying that the Issuer reasonably believes that the Event(s) of Default which are the subject of such Default Notification have not occurred, together with reasonable evidence supporting the Issuer's belief (including a description in reasonable detail of the facts relevant to the determination that an Event of Default has not occurred);

"**Fallback Collateral**" means, with respect to a Fallback Determination Date, assets which are one or more of the types of asset which are listed in the Eligible Collateral Annex to this Annex and which are specified in the applicable Final Terms as being Fallback Collateral, provided that on the relevant Fallback Determination Date, the Fallback Condition applies. In addition to the foregoing, any assets which constituted Fallback Collateral on an applicable Fallback Determination Date shall, for so long as such assets are held by the Issuer in the relevant Collateral Account relating to the relevant Collateral Pool, constitute Fallback Collateral;

"**Fallback Condition**" means that on the Fallback Determination Date the Issuer (having used commercially reasonable efforts) is unable to obtain sufficient MTM Adjustable Assets to satisfy in whole or in part its obligation to deliver MTM Adjustable Assets to the Collateral Account (i) where it is required to do so or (ii) where it has elected to substitute MTM Adjustable Assets in the Collateral Account, in each case in accordance with the Collateral Security Conditions;

"**Fallback Determination Date**" means any day on which the Issuer (i) is required to transfer MTM Adjustable Assets to the Collateral Account or (ii) elects to substitute MTM Adjustable Assets in the Collateral Account, in each case in accordance with the Collateral Security Conditions;

"**Final Security Value**" means, (expressed as an amount) in respect of a Secured Security, a *pro rata* share of the marked-to-market value of the portion of the Option that relates to Placed Secured Securities, as determined for the purposes of Collateral Security Condition 3.2 as at the Collateral Valuation Date immediately prior to the Enforcement Event;

"**Haircut**" means a percentage by which the market value of a Collateral Asset is discounted to mitigate possible depreciation in the value of the relevant Collateral Asset in the period between the last valuation of such Collateral Asset and the realisation of such Collateral Asset;

"**Hedging Failure Determination Date**" means the date on which the Issuer determines that a Hedging Failure has occurred;

"**Initial Posting Date**" has the meaning given to it in respect of the relevant series of Secured Securities in the Final Terms;

"**Issuer**" means BNPP B.V.;

"**MTM Adjustable Assets**" means (i) Eligible Collateral which is specified in the applicable Final Terms to be MTM Adjustable Assets for the relevant Collateral Pool and (ii) any Fallback Collateral (if applicable);

"**MTM Collateralisation Element**" means the holding of MTM Adjustable Assets by the Issuer in the Collateral Account in order to collateralise the marked to market value of the portion of the Option which relates to the Placed Secured Securities;

"**MTM Security Enforcement Proceeds**" means the net proceeds of realisation of, or enforcement with respect to, the MTM Adjustable Assets in a Collateral Pool;

"**nominal value**" means, in respect of any Secured Security, the Notional Amount of such Secured Security;

"**Nominal Value Collateralisation Element**" means the holding of the Reference Collateral Assets by the Issuer in the Collateral Account in order to collateralise the Notional Amount of the Placed Secured Securities;

"**Option**" means the option entered into by the Issuer with an Affiliate of BNP Paribas in order to hedge the Issuer's obligations to pay Scheduled Underlying Reference Linked Payments in respect of the Secured Securities;

"**Physical Delivery of Collateral**" means, following the occurrence of an Enforcement Event, Collateral Assets are to be delivered to the Holders of Secured Securities in accordance with Collateral Security Condition 3.6 and shall only apply to a series of Secured Securities where "Physical Delivery of Collateral" is specified as applicable in the applicable Final Terms;

"**Placed Secured Securities**" means, at any time, the number of Secured Securities outstanding less the number of any Secured Securities which form part of the BNPP Holding at such time;

"**Pledge**" means the Security Interests created, or intended to be created at any time in favour of the Collateral Agent on behalf of the relevant Holders under the Pledge Agreement relating to a Collateral Pool;

"**Pledge Agreement**" is as defined in Collateral Security Condition 3.2;

"**Pool Aggregate Final Security Value**" means, in respect of a Collateral Pool, the aggregate of the Final Security Values of each Secured Security which is secured by such Collateral Pool;

"**Realisation Amount**" means the net realisation proceeds of the MTM Adjustable Assets following payment in full of all Enforcement Expenses;

"**Realisation Proceeds**" means the remaining proceeds from the realisation of the MTM Adjustable Assets in a Collateral Pool following payment of all amounts due to the Collateral Agent and/or any agent appointed by it to assist in the enforcement of the Pledge(s) and realisation of the MTM Adjustable Assets, including any Enforcement Expenses;

"**Realisation Proceeds Share**" means in respect of a Secured Security, such Secured Security's *pro rata* share of the Realisation Proceeds;

"**Reference Collateral Assets**" means Eligible Collateral which is specified in the applicable Final Terms as the Reference Collateral Assets for the relevant Collateral Pool;

"**Reference Collateral Asset Issuer**" means the issuer of the Reference Collateral Assets, as specified in the applicable Final Terms;

"**Reference Collateral Event Cash Settlement Amount**" means, subject to a minimum of zero, an amount in the Settlement Currency equal to each Placed Secured Securities' pro rata share of an amount equal to the marked to market value, on the Collateral Asset Default Determination Date or the Hedging Failure Determination Date, as the case may be, of the Option, as determined by the Calculation Agent;

"**Reference Delivery Amount**" means, in respect of each Placed Secured Security, a nominal amount of Relevant Reference Collateral Assets equal to the Notional Amount of such Placed Secured Security or such other amount specified in the applicable Final Terms;

"**Relevant Reference Collateral Assets**" means, in respect of a series of Secured Securities, the Reference Collateral Assets in a Collateral Pool which are specified in the applicable Final Terms as the Reference Collateral Assets for such series;

"**Scheduled Underlying Reference Linked Payment**" means any Premium Amount and/or any other amount specified as such in the applicable Final Terms;

"**Securities Value**" means, subject to a minimum of zero, the sum of the marked-to-market values of the portion of the Option that relates to Placed Secured Securities secured by the relevant Collateral Pool;

"**Security Interests**" means any pledge, other encumbrance or security interest created under a Pledge Agreement;

"**Security MTM Termination Amount**" means, in respect of a Secured Security, the Realisation Proceeds Share applicable to such Secured Security or such other amount specified in the applicable Final Terms;

"**Security Realised Amount**" is as defined in Collateral Security Condition 3.5;

"**Security Termination Amount**" means the Security MTM Termination Amount or such other amount specified as such in the Final Terms applicable to such Secured Security;

"**Shortfall**" is as defined in Collateral Security Condition 3.5; and

"**Undeliverable Reference Collateral Assets**" means any Reference Collateral Assets which the Collateral Agent is unable to deliver in accordance with Collateral Security Condition 3.6 due to the occurrence of a Collateral Settlement Disruption Event.

## 2. General

### 2.1 Collateral Calculation Agent

BNP Paribas Arbitrage S.N.C. shall undertake the duties of Collateral Calculation Agent in respect of the Secured Securities as set out below unless another entity is so specified as collateral calculation agent in the applicable Final Terms. The expression "Collateral Calculation Agent" shall, in relation to the relevant Secured Securities, include such other specified collateral calculation agent.

### 2.2 Collateral Agent

BNP Paribas Trust Corporation UK Limited shall undertake the duties of Collateral Agent in respect of the Secured Securities as set out below and in the applicable Final Terms unless another entity is so specified as collateral agent in the applicable Final Terms. The expression "Collateral Agent" shall, in relation to the relevant Secured Securities, include such other specified collateral agent.

2.3 **Pledge Agreement**

The Pledge Agreement will, unless otherwise specified in the applicable Final Terms, be governed by Luxembourg law and W&C Security Conditions 14.1 and 14.2 shall be construed accordingly. Any Alternative Security Document or Additional Security Document will be governed by the law specified in the applicable Final Terms.

**3. Status of the Secured Securities, Security and Guarantee**

3.1 **Status**

W&C Security Condition 3 shall not apply to the Secured Securities. The Secured Securities are unsubordinated and secured obligations of the Issuer and rank *pari passu* among themselves.

3.2 **Security**

The obligations of the Issuer in respect of the Secured Securities will be secured by one or more pledge agreements between the Issuer and the Collateral Agent (each a "**Pledge Agreement**") pursuant to which the Issuer will grant a first ranking security interest in favour of the Collateral Agent, for itself and on behalf of the Holders of the Secured Securities which are to be secured by the relevant Collateral Pool, over all the Issuer's rights in, and, to the Collateral Assets delivered to each of the Collateral Custodians appointed in respect of the relevant Collateral Pool and held from time to time in the relevant account(s) established with the Collateral Custodian(s) for such purpose (such account(s), the "**Collateral Account**"). The Issuer will not deliver Collateral Assets in respect of Secured Securities where the Issuer and/or any of its Affiliates is the beneficial owner. In addition to, or as an alternative to, a Pledge Agreement, the Issuer may also enter into an Additional Security Document or Alternative Security Document in respect of a Collateral Pool as specified in the applicable Final Terms in order to secure its obligations in respect of the Secured Securities and references in Collateral Security Condition 1 and hereinafter to "Pledge Agreement" and "Pledges" shall be construed as if they also refer to such Alternative Security Documents and/or Additional Security Documents.

In respect of the Nominal Value Collateralisation Element, the Issuer will transfer into the Collateral Account on the Initial Posting Date and hold in such account on any day thereafter, an aggregate nominal amount of the Reference Collateral Assets, at least equal to the aggregate Notional Amount of the Placed Secured Securities on such date. Where the Issuer or any of its Affiliates acquires Secured Securities after the Initial Posting Date, the Issuer will be entitled to withdraw an aggregate nominal amount of Reference Collateral Assets equal to the aggregate Notional Amount of the Secured Securities so acquired, provided that the Issuer shall always hold in the Collateral Account an aggregate nominal amount of the Reference Collateral Assets at least equal, at any time, to the aggregate Notional Amount of the Placed Secured Securities.

In respect of the MTM Collateralisation Element, the Issuer will transfer MTM Adjustable Assets to and from the Collateral Account (based on the valuation provided by the Collateral Calculation Agent in respect of the immediately preceding Collateral Valuation Date) so that it will hold in respect of the relevant Collateral Pool (excluding, for the avoidance of doubt, any Reference Collateral Assets that are held in the Collateral Account to collateralise the aggregate Notional Amount of the Placed Secured Securities) MTM Adjustable Assets with an aggregate marked-to-market value (as determined by the Collateral Calculation Agent and which will take into account the relevant Haircut (if a Haircut is specified as applicable in the applicable Final Terms) at least equal to the Securities Value applicable to the relevant Collateral Pool (as determined in respect of the immediately preceding Collateral Valuation Date).

In the period between Collateral Valuation Dates BNPP B.V. may withdraw MTM Adjustable Assets from the Collateral Account provided that it replaces them with alternative MTM Adjustable Assets which have at least

the same marked to market value (as of the previous Collateral Valuation Date or the Issue Date where there has been no previous Collateral Valuation Date) as those being replaced.

3.3 **Realisation of Collateral Assets**

If an Enforcement Event occurs, the Collateral Agent shall enforce the Pledge and realise the MTM Adjustable Assets (and may appoint one or more agents to assist it to do so) provided that the Collateral Agent need not take such action if it reasonably believes that it would not be able to recover the costs or other liabilities which would be incurred in connection with such action from the MTM Adjustable Assets or otherwise or would experience an unreasonable delay in doing so. The Collateral Agent will not have any liability as to the consequences of such action and will not have regard to the effect of such action on individual Holders. Any reference in Collateral Security Conditions 3.3-3.7 (inclusive), Collateral Security Condition 6 and Collateral Security Condition 7 to the Collateral Agent shall also be deemed to be a reference to any agent which it appoints to assist it. Where the Collateral Agent is required to dispose of any MTM Adjustable Assets on behalf of the Issuer then:

(a) the Collateral Agent shall seek firm bid quotations from at least three dealers in assets such as the relevant MTM Adjustable Assets (and, for such purpose, it may seek quotations in respect of such Collateral Assets in their entirety or in respect of designated tranches thereof, as it considers appropriate);

(b) the Collateral Agent may itself provide a bid in respect of the relevant MTM Adjustable Assets or any tranche thereof; and

(c) it shall and shall be authorised to accept in respect of each relevant tranche or, as applicable, the entirety of the relevant MTM Adjustable Assets the highest such quotation so obtained (which may be a quotation from the Collateral Agent).

Subject as may otherwise be provided for in these Collateral Security Conditions, in effecting the sales, the Collateral Agent may sell the Collateral Assets in one single tranche or in smaller tranches as it considers appropriate in order to attempt reasonably to maximise the proceeds from such sale. The Collateral Agent may effect sales of the Collateral Assets (i) on any national securities exchange or quotation service on which the Collateral Assets may be listed or quoted, (ii) in the over-the-counter market or (iii) in transactions otherwise than on such exchanges or in the over-the-counter market. If (A) the Collateral Agent is unable to obtain any quotations for the sale of the Collateral Assets or (B) the Collateral Agent is offering to buy the Collateral Assets itself for its own account for a price equal to or higher than the best quotation from a third party, the Collateral Agent may effect sales of the Collateral Assets to itself.

3.4 **Application of proceeds**

The Realisation Proceeds will be applied in meeting the claims of Holders under the Secured Securities which are secured by the relevant Collateral Pool on a *pari passu* basis where each Secured Security's share of such proceeds shall be determined on the basis of such Secured Security's Collateral Proceeds Share provided that a Holder shall not be entitled to receive an amount in respect of a Secured Security greater than the Security Termination Amount determined with respect to such Secured Security and that the Collateral Proceeds Share will be equal to zero in respect of any Secured Securities which are not Placed Secured Securities.

3.5 **Shortfall**

In the event that, following the application of the MTM Security Enforcement Proceeds in accordance with Collateral Security Condition 3.4, the amount paid to a Holder in respect of a Secured Security held by him (a "**Security Realised Amount**") is less than the Security MTM Termination Amount determined with respect to

such Secured Security (the difference being referred to as a "**Shortfall**"), the Issuer shall remain liable for such Shortfall, but any such Holder shall not have recourse to any Collateral Pool other than the Collateral Pool applicable to that series of Secured Securities.

3.6 **Physical Delivery of Collateral Assets**

Following enforcement of the Pledge, the Collateral Agent, will deliver the Relevant Reference Collateral Assets in a Collateral Pool to the Holders of the Secured Securities secured by the relevant Collateral Pool on a *pari passu* and *pro rata* basis between those Holders of Secured Securities secured by the same Relevant Reference Collateral Assets. Delivery of such Reference Collateral Assets will fully extinguish the Issuer's obligations in respect of the Notional Amount of the relevant Secured Securities notwithstanding that the value of the Reference Collateral Assets so delivered may be less than the market value and/or nominal value of the relevant Secured Security.

Any such delivery shall be made in accordance with W&C Security Conditions 30 and 35.2 (as if the relevant Secured Securities were Physical Delivery Certificates for such purpose) and the Entitlement in respect of each Secured Security shall be deemed to be a Secured Security's Delivery Share following payment of any sums (including Expenses as defined in Condition 11) due in respect of such Secured Securities and rounded down as set out in this Collateral Security Condition 3.6. W&C Security Condition 35.2(d) shall not apply to the delivery of Relevant Reference Collateral Assets in accordance with this Collateral Security Condition 3.6 and Secured Securities held by the same Holder will be aggregated for the purpose of determining the aggregate Entitlements in respect of the Secured Securities of a series, provided that the aggregate Entitlement in respect of the same Holder will be rounded down to the nearest whole unit of the Relevant Reference Collateral Assets and fractions of the Relevant Reference Collateral Assets will not be delivered. The Relevant Reference Collateral Assets which it is not possible to deliver to a Holder due to such rounding shall, if and to the extent practicable, be sold by the Collateral Agent (or such other agent as may be appointed by the Collateral Agent for such purpose) in accordance with Collateral Security Condition 3.3 and a *pro rata* share of the resulting amount (the "**Collateral Delivery Rounding Amount**") shall be paid to each Holder whose Entitlement is subject to such rounding calculated on the basis of the aggregate number of Secured Securities held by the relevant Holder as set out in this Collateral Security Condition 3.6.

In connection with such delivery, (i) W&C Security Condition 5 shall not apply, (ii) for the purposes of W&C Security Condition 11.1, Security Expenses shall be deemed to include any Enforcement Expenses which are incurred in delivery of the Relevant Reference Collateral Assets in accordance with this Collateral Security Condition 3.6, (iii) the Collateral Agent shall be entitled to deduct from the Reference Collateral Assets deliverable and/or the Collateral Delivery Rounding Amount payable to Holders all Security Expenses not previously deducted from amounts paid or assets delivered to Holders, as the Collateral Agent shall in its sole and absolute discretion determine are attributable to the relevant Secured Securities and (iv) any reference in the W&C Security Conditions as applicable to "Relevant Assets" shall be deemed, in connection with a delivery of Reference Collateral Assets in accordance with this Collateral Security Condition 3.6, to be a reference to "Reference Collateral Assets.".

Where Enforcement Expenses are payable which are not attributable to a particular series of Secured Securities which are secured by the same Collateral Pool, the Collateral Agent shall, in the first instance, use the amounts realised from the sale of the relevant MTM Adjustable Assets in accordance with Collateral Security Condition 3.3 to meet the payment of these expenses. If there are no MTM Adjustable Assets for the Collateral Agent to sell or the proceeds from a sale of all the MTM Adjustable Assets in a Collateral Pool are insufficient to meet the Enforcement Expenses in full, the Collateral Agent shall be entitled to sell sufficient Relevant Reference Collateral Assets in respect of each of the different series of Collateral Asset Linked Securities secured by the relevant Collateral Pool in order to pay such Enforcement Expenses. In order to determine which Reference Collateral Assets to sell, the Collateral Agent shall apportion the Enforcement Expenses *pro rata* between each

series of Secured Securities secured by the relevant Collateral Pool on the basis of the nominal value of each such series and then shall sell sufficient amount of each type of Relevant Reference Collateral Assets to pay the Enforcement Expenses as so apportioned between each series of Secured Securities secured by the relevant Collateral Pool.

3.7 **Settlement Disruption**

If, in the opinion of the Collateral Agent, delivery of the Entitlement following the occurrence of an Enforcement Event is not practicable by reason of a Collateral Settlement Disruption Event (as defined above) having occurred and continuing on any Collateral Delivery Date then such Collateral Delivery Date, for such Secured Securities shall be postponed to the first following Business Day in respect of which there is no such Collateral Settlement Disruption Event, provided that the Collateral Agent may elect in its sole discretion to deliver the Entitlement in such other commercially reasonable manner as it may select and in such event the Collateral Delivery Date shall be such day as the Collateral Agent deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Collateral Settlement Disruption Event affects some but not all of the Reference Collateral Assets comprising the Entitlement, the Collateral Delivery Date for the Reference Collateral Assets not affected by the Collateral Settlement Disruption Event will be the originally designated Collateral Delivery Date.

If delivery of the relevant Entitlement is not possible due to the occurrence of a Collateral Settlement Disruption Event, for a period of greater than eight Business Days (or such other period specified in the Final Terms), then in lieu of physical settlement and notwithstanding any other provision hereof, the Collateral Agent shall sell or realise the Undeliverable Reference Collateral Assets in the manner set out in Collateral Security Condition 3.3. The Collateral Agent shall give notice as soon as practicable to the Holders in accordance with W&C Security Condition 10 that a Collateral Settlement Disruption Event has occurred. No Holder shall be entitled to any payment in respect of the relevant Secured Security in the event of any delay in the delivery of the Entitlement due to the occurrence of a Collateral Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer, the Guarantor or the Collateral Agent.

3.8 **No collateralisation of Secured Securities held by the Issuer or any of its Affiliates**

The Issuer will not deliver Collateral Assets to the Collateral Account in respect of Secured Securities where the Issuer or any of its Affiliates are the beneficial owner of such Secured Securities. Following an Enforcement Event, the Issuer will procure that it and/or the Affiliate of the Issuer that holds the Secured Securities will renounce and waive all rights (including as to payment) in respect of such Secured Securities and shall submit such Secured Securities for cancellation free of payment. Any amounts calculated for the purposes of Collateral Security Conditions 3.2 to 3.8 (inclusive) shall be calculated on the basis that any reference to Secured Securities shall be a reference to Placed Secured Securities only and the definitions in Collateral Security Condition 1 shall be interpreted accordingly.

3.9 **Claim on Guarantor**

In the event that the Issuer fails to make payment of the Shortfall, the Guarantor will on demand (without first requiring the Holder to take further steps against the Issuer or any other person) pay to each Holder in respect of each Secured Security held by him, an amount equal to the Shortfall in the currency in which the Shortfall is payable by the Issuer.

3.10 **Status of Guarantee**

The Guarantee applicable to Secured Securities is an unsubordinated and unsecured obligation of BNPP and will rank *pari passu* with all its other present and future unsubordinated and unsecured obligations subject to such exceptions as may from time to time be mandatory under French law. Secured Securities in respect of

which these Collateral Security Conditions are specified as applicable in the relevant Final Terms shall be deemed not to be "Securities" for the purposes only of the Deed of Guarantee for Unsecured Securities dated on or around 5 June 2014, or the French Law Guarantee for Unsecured W&C Securities dated on or around 5 June 2014, entered into, in each case, by BNPP in respect of securities (other than Secured Securities) issued by the Issuer under its note, warrant and certificate programme.

3.11 Fallback Collateral

Where on any Collateral Valuation Date the Collateral Assets held by the Issuer in the relevant Collateral Account relating to the relevant Collateral Pool comprise, in whole or in part, assets which are Fallback Collateral, the following shall apply:

(a) on each such Collateral Valuation Date, the Issuer shall use commercially reasonable efforts to replace the Fallback Collateral, whether in whole or to the extent that it is otherwise able to do so, with MTM Adjustable Assets that are not Fallback Collateral; and

(b) on each Collateral Valuation Date where the Issuer is permitted to withdraw MTM Adjustable Assets from the Collateral Account due to a reduction in the amount or value of the MTM Adjustable Assets which the Issuer is required to hold in the applicable Collateral Account, the Issuer shall withdraw MTM Adjustable Assets that are Fallback Collateral prior to withdrawing any MTM Adjustable Assets that are not Fallback Collateral.

## 4. Guarantee

Subject as provided below and in the relevant Guarantee, BNPP has unconditionally and irrevocably (a) guaranteed to each Holder that, if following the occurrence of an Enforcement Event and enforcement of the Pledge in respect of the relevant Collateral Pool, for any reason the Issuer does not pay the Security Termination Amount in respect of a Secured Security in full, BNPP will not later than five Paris Business Days (as defined in the relevant Guarantee) after a demand has been made on BNPP pursuant thereto (without requiring the relevant Holder first to take steps against the Issuer or any other person) pay an amount equal to the Shortfall in the currency in which such payment is due in immediately available funds as though BNPP were the principal obligor in respect of such obligation provided that BNPP shall not be obliged to make any payment under this Guarantee in respect of a Secured Security until the Collateral Assets in the Collateral Pool securing such Secured Security have been realised or liquidated in full and distributed in the manner set out in Collateral Security Condition 6.3.

## 5. Collateral Calculation Agent

In relation to each issue of Secured Securities, the Collateral Calculation Agent (whether it be BNP Paribas, BNP Paribas Arbitrage S.N.C. or another entity) acts solely as agent of the Issuer and the Guarantor, and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. All calculations and determinations made in respect of the Secured Securities by the Collateral Calculation Agent shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Guarantor, the Holders and the Collateral Agent. Because the Collateral Calculation Agent may be an Affiliate of the Issuer, potential conflicts of interest may exist between the Collateral Calculation Agent and the Holders, including with respect to certain determinations and judgments that the Collateral Calculation Agent must make.

The Collateral Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

## 6. Events of Default and Enforcement

### 6.1 Events of Default

Following the occurrence of an Event of Default, a Holder, or the Distributor acting on the instructions of a Holder, may provide a Default Notification. If the Collateral Agent does not receive an Event Dispute Notice from the Issuer at or prior to the end of the Dispute Period, it shall deliver an Enforcement Notice to each of the Issuer, the Principal Security Agent and the Collateral Custodian whereupon the Secured Securities shall become immediately due and payable at their Security Termination Amount, and the Issuer shall be obliged to deliver the Entitlement in respect of each Secured Security on the relevant Collateral Delivery Date without further action or formalities and the Security Interest granted under the Pledge Agreement shall become enforceable (as set out in the Pledge Agreement).

Any of the following events (each an "**Event of Default**") shall entitle a Holder, or the Distributor, to deliver a Default Notification:

(a) the Issuer fails to pay any amount payable in respect of the Secured Securities or any of them when due and payable or fails to deliver the Entitlement when due and such default is not remedied within 30 days after the relevant due date; or

(b) the Issuer or the Guarantor fails to perform or observe any of its other obligations under the Secured Securities and such default is not remedied within 45 days after notice of such default has been given to the Principal Security Agent by any Holder; or

(c) BNPP applies for the appointment of an ad hoc representative (*mandataire ad hoc*) under French bankruptcy law, or enters into an amicable procedure (*procédure de conciliation*) with creditors or ceases its payments, or a judgment is issued for the judicial liquidation (*liquidation judiciaire*) of BNPP or for a transfer of the whole of its business (*cession totale de l'entreprise*); or

(d) the Issuer is subject to proceedings similar to those set out in Collateral Security Condition 6.1(c), or, in the absence of legal proceedings, the Issuer or Guarantor makes a conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors, or a resolution is passed by the Issuer or Guarantor for its winding-up or dissolution, except in connection with a merger or other reorganisation in which all of the Issuer's or the Guarantor's assets are transferred to, and all of the Issuer's or Guarantor's debts and liabilities (including the Secured Securities) are assumed by, another entity which continues the Issuer's or Guarantor's activities.

Any such Enforcement Notice shall be promptly given to the Holders in accordance with W&C Security Condition 10.

### 6.2 Enforcement

The Collateral Agent shall not be bound to take any action under or in connection with the Pledge Agreement (including without limitation enforcing the Pledge upon the Pledge becoming enforceable) (i) unless a Holder, or the Distributor acting on the instructions of a Holder, has delivered a Default Notification, no Event Dispute Notice in respect of such Default Notification at or prior to the end of the Dispute Period and the Collateral Agent has, as a result, delivered an Enforcement Notice or (ii) if the Collateral Agent reasonably believes that it (x) would not be able to recover its costs or other liabilities which would be incurred in connection with such action from the relevant Collateral Assets or otherwise or (y) would experience an unreasonable delay in doing so.

Upon the occurrence of an Enforcement Event in respect of any series of Secured Securities, the Collateral Agent shall enforce all the Pledges in accordance with all the Pledge Agreements relating to all the Collateral Pools.

No Holder shall be entitled to enforce the Pledges or to proceed directly against the Issuer to enforce the other provisions of the Pledge Agreement unless the Collateral Agent, having become bound so to enforce or to proceed, fails so to do within a reasonable time and such failure is continuing or the Collateral Agent is prevented from doing so by any court order. In connection with the enforcement of the Pledge, and after the realisation and liquidation in full of all the MTM Adjustable Assets in a Collateral Pool, the Collateral Agent shall determine the Security Termination Amount (and, if applicable, any Shortfall) in respect of each Secured Security and shall notify such amount to the Holders following such realisation and liquidation.

Upon delivery of the relevant Reference Collateral Assets in accordance with Collateral Security Condition 3.6 to the Holders, no further amount will be due to the Holders in respect of the Notional Amount of the Secured Securities.

If the Issuer fails to pay the Security MTM Termination Amount in full to a Holder in respect of a Secured Security held by such Holder, the amount by which the amount actually paid to the Holders is less than the Security MTM Termination Amount shall constitute a "Shortfall". The Issuer shall remain liable for the Shortfall, and in the event the Issuer fails to pay all of the Shortfall as and when it becomes due, the Guarantor will be liable for such Shortfall pursuant to the terms of the Guarantee.

No Holder shall be entitled to have recourse to the Collateral Assets contained in any Collateral Pool other than the Collateral Pool which relates to the Secured Securities it holds.

6.3 **Redemption and cancellation**

Following (a) payment in full by the Issuer and/or the Guarantor of the Shortfall (if any) in respect of a Secured Security and/or payment to the Holder of a Secured Security of an amount in aggregate equal to the Security MTM Termination Amount and (b) delivery to the Holder of a Secured Security of Reference Collateral Assets in an amount equal to the relevant Delivery Share by the Collateral Agent (together with any Collateral Delivery Rounding Amount payable), the relevant Secured Security shall be deemed to have been redeemed.

**7. Additional Disruption Events**

7.1 The following changes will apply to W&C Security Condition 15:

(a) The definition of Additional Disruption Events in W&C Security Condition 15.1 shall be deleted and replaced with the following:

""**Additional Disruption Event**" means each of Change of Law, Hedging Disruption, Increased Cost of Hedging, Collateral Disruption and Increased Cost of Collateral Assets;"

(b) The following definitions shall be deemed to have been inserted in W&C Security Condition 15.1 after the definition of a Cancellation Event and before the definition of Change in Law:

"**Collateral Asset Default**" means, in respect of a series of Secured Securities (a) any of the Reference Collateral Assets in the Collateral Pool which secures such series of Secured Securities become due and payable on a date prior to their stated maturity date for any reason (including by reason of default in payment), (b) a failure by the Reference Collateral Asset Issuer to (i) pay on the due date any amount due or (ii) perform any of its other obligations, in the case of both (i) and (ii), in respect of the Reference Collateral Assets or (c) any rescheduling, Restructuring, subordination,

exchange or material amendment is announced by the Reference Collateral Asset Issuer or any governmental authority or occurs, in respect of the Reference Collateral Assets;"

"**Collateral Disruption**" means the Issuer and/or any of its Affiliates is unable after using commercially reasonable efforts to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or option contracts it deems necessary to obtain Collateral Assets; (b) freely realise, recover, remit, receive, re-patriate or transfer the proceeds of any such transactions(s) or assets(s) or futures or option contract(s) or any relevant hedge positions relating to the Collateral Assets (including without limitation as a result of adverse market conditions or a lack of liquidity in the market) or (c) acquire or substitute any Collateral Assets (including without limitation as a result of adverse market conditions or a lack of liquidity in the market);".

"**Collateral Default Event**" means, in respect of a series of Secured Securities, any Reference Collateral Asset in the Collateral Pool which secures such series of Secured Securities becomes due and payable on a date prior to its stated maturity date for any reason (including by reason of default in payment) or where the Reference Collateral Asset is a cash deposit, there is a failure by the bank with which such deposit is held to pay any amount in respect of such deposit or the deposit becomes repayable on a date prior to its stated repayment date for any reason;

(c) The following definition shall be deemed to have been inserted in W&C Security Condition 15.1 after the definition of Hedging Disruption and before the definition of Hedging Shares:

""**Hedging Failure**" means that the Issuer is unable, after using commercially reasonable efforts, to maintain any arrangements it has entered into in order to hedge the Issuer's obligations with respect to the Secured Securities;".

(d) The following definition shall be deemed to have been inserted in W&C Security Condition 15.1 after the definition of Hedging Shares and before the definition of Increased Cost of Hedging:

""**Increased Cost of Collateral Assets**" means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense, fee (other than brokerage commissions) or other relevant cost (including, for the avoidance of doubt, any funding cost) to (a) acquire, borrow, substitute, or dispose of any Collateral Assets, (b) establish, re-establish, substitute, maintain, unwind or dispose of any transaction entered into by the Issuer or any of its Affiliates in connection with the Collateral Assets or (c) realise, recover or remit the proceeds of any such Collateral Assets, provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Collateral Assets;".

(e) The definition of Optional Additional Disruption Events in W&C Security Condition 15.1 shall be deleted and replaced with the following:

""**Optional Additional Disruption Event**" means any of Cancellation Event, Collateral Asset Default, Collateral Default Event, Currency Event, Failure to Deliver due to Illiquidity, Force Majeure Event, Hedging Failure, Increased Cost of Stock Borrow, Jurisdiction Event, Insolvency Filing, Loss of Stock Borrow and/or Stop-Loss Event, in each case if specified in the applicable Final Terms;".

(f) The following definition shall be deemed to have been inserted in W&C Security Condition 15.1 after the definition of Optional Additional Disruption Event and before the definition of Stop-Loss Event:

"**Restructuring**" means the occurrence of any one or more of the following events with respect to the Reference Collateral Assets:

(i) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;

(ii) a postponement or other deferral of a date or dates for the payment of principal or premium;

(iii) a change in the ranking in priority of payment of the Reference Collateral Assets causing the subordination of the Reference Collateral Assets to any other obligation under which the Reference Collateral Asset Issuer is an obligor; or

(iv) any change in the currency or composition of any payment of principal under the Reference Collateral Assets,

provided that, in the case of each of (i) to (iv) above:

(b) such event is not due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and

(c) such event directly or indirectly results from a deterioration in the creditworthiness or financial condition of the Reference Collateral Asset Issuer;

(g) Notwithstanding the first sentence of W&C Security Condition 15.2, upon the occurrence of an Additional Disruption Event which is either a Collateral Disruption or an Increased Cost of Collateral Assets, the Issuer, in its sole and absolute discretion, may take the action described in W&C Security Condition 15.2(b) or (c).

7.2 The following shall apply where an Optional Additional Disruption Event occurs which is a Collateral Asset Default, Collateral Default Event or a Hedging Failure (as applicable) and W&C Security Condition 15 shall not apply in connection with such Optional Additional Disruption Event. The Issuer shall redeem the Secured Securities as soon as reasonably practicable after the occurrence of the Collateral Asset Default, Collateral Default Event or Hedging Failure, as the case may be, by (a) delivering the Relevant Reference Collateral Assets in the Collateral Pool to the applicable Holders of the Secured Securities and W&C Security Conditions 30 and 35.2 shall apply and, for such purposes, the Secured Securities shall be deemed to be Physical Delivery Certificates and the Entitlement shall be deemed to be the Reference Delivery Amount provided that Secured Securities held by the same Holder will be aggregated for the purpose of determining a Holder's aggregate Entitlement in respect of the Secured Securities and provided further that the aggregate Entitlement in respect of the same Holder will be rounded down to the nearest whole unit of the Relevant Reference Collateral Assets and fractions of the Relevant Reference Collateral Assets will not be delivered, as set out in W&C Security Condition 35.2(d) and (b) payment to the Holders of Secured Securities of an amount equal to the Reference Collateral Event Cash Settlement Amount.

Any reference in the W&C Security Conditions to Relevant Assets shall be deemed to be, in connection with a Collateral Asset Default, a Collateral Default Event or a Hedging Failure, as the case may be, a reference to the Reference Collateral Assets comprising the Entitlement. Delivery of the Entitlement and payment of the Reference Collateral Event Cash Settlement Amount shall satisfy the Issuer's obligations in full in respect of the Secured Securities which, upon such payment and delivery, shall be redeemed.

In order to determine whether a Collateral Asset Default or a Collateral Default Event, as the case may be, has occurred, the Calculation Agent and the Distributor (if any) will consult in good faith for up to five Business Days following the notification by the Calculation Agent or the Distributor to the other party of the potential occurrence of a Collateral Asset Default or a Collateral Asset Issuer Default, as the case may be, (a "**Consultation Period**") to agree whether or not a Collateral Asset Default or a Collateral Default Event, as the case may be, has occurred.

If, following a Consultation Period, the Calculation Agent and the Distributor are not in agreement as to the occurrence or non-occurrence of a Collateral Asset Default or a Collateral Default Event, as the case may be, the Calculation Agent will consult three participants in the market for the Reference Collateral Assets that are independent of the Issuer, the Distributor or their respective Affiliates as to whether a Collateral Asset Default or a Collateral Default Event, as the case may be, has occurred. The majority view of such market participants shall be the binding determination and any costs incurred in obtaining such views shall be borne by the Calculation Agent or the Distributor whichever held the view during the relevant Consultation Period that did not correspond to the majority view of the market participants.

If it is not possible to obtain the views of three such market participants, the original determination of the Calculation Agent as to whether a Collateral Asset Default or a Collateral Event Default, as the case may be, has occurred shall apply. If there is no Distributor specified in the applicable Final Terms, the Calculation Agent will determine whether a Collateral Asset Default or a Collateral Default Event, as the case may be, has occurred.

If a Collateral Asset Default, a Collateral Default Event or a Hedging Failure, as the case may be, occurs, the Issuer will procure that any Affiliate which is holding Secured Securities of the relevant series shall deliver these to the Issuer and the Issuer will cancel such Secured Securities together with any Secured Securities which it is holding itself and, in connection with such cancellation, the notional amount of the Option will be reduced to reflect the reduced aggregate Notional Amount of the Secured Securities.

Following the determination that a Collateral Asset Default, a Collateral Default Event or a Hedging Failure, as the case may be, has occurred, the Calculation Agent will notify the Holders in accordance with W&C Security Condition 10. From, and including, the Collateral Asset Default Determination Date or Hedging Failure Determination Date, as the case may be, no further Scheduled Underlying Reference Linked Payments will be made.

**8. Exercise Rights (Warrants)**

8.1 The first paragraph of W&C Security Condition 24.2 shall not apply and shall be replaced with the following:

"If the Warrants are Cash Settled Warrants, each such Warrant or, if Units are specified in the applicable Final Terms, each Unit entitles its Holder, upon due exercise and subject, in the case of Warrants represented by a Clearing System Global Warrant, other than a Rule 144A Global Warrant, or a Registered Warrant, to certification as to non-U.S. beneficial ownership, and, in the case of Warrants represented by Rule 144A Global Warrants and Private Placement Definitive Warrants, to such certifications as to compliance with U.S. securities laws as the Issuer shall require or as shall be set out in the applicable Final Terms, to receive from the Issuer on the Settlement Date (provided that no Enforcement Event has occurred) the Cash Settlement Amount."

8.2 The first paragraph of W&C Security Condition 24.3 (Physical Settlement) shall not apply and shall be replaced with the following:

"If the Warrants are Physical Delivery Warrants, each such Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, entitles its Holder, upon due exercise and subject, in the case of

Warrants, represented by a Clearing System Global Warrant or a Registered Warrant, to certification as to non-U.S. beneficial ownership, to receive from the Issuer on the Settlement Date (provided no Enforcement Event has occurred) the Entitlement subject to payment of the relevant Exercise Price and any other sums payable. The method of delivery of the Entitlement is set out in the applicable Final Terms."

**9. Notional Value Collateral Asset Linked Securities**

9.1 General

This Collateral Security Condition 9 shall apply only where MTM Adjustable Assets are specified as being "not applicable" in respect of the applicable Collateral Asset Linked Securities ("**Notional Value Collateral Asset Linked Securities**"). The terms of the Collateral Security Conditions shall apply to Notional Value Collateral Asset Linked Securities save as set out or modified in this Collateral Security Condition 9.

9.2 Changes to the Collateral Security Conditions

In respect of Notional Value Collateral Asset Linked Securities, the following changes shall be made to the Collateral Security Conditions:

(a) the third and fourth paragraphs of Collateral Security Condition 3.2 shall be deleted in their entirety;

(b) the text of Collateral Security Condition 3.3 shall be deleted and replaced with the words "Not used.";

(c) the text of Collateral Security Condition 3.4 shall be deleted and replaced with the words "Not used.";

(d) Collateral Security Condition 3.5 shall be deleted in its entirety and replaced with the following:

"3.5 Shortfall

In addition to the physical delivery of the Relevant Reference Collateral Assets as set out in Collateral Security Condition 3.6 following the occurrence of an Enforcement Event, the Issuer will also be obliged, in lieu of the Cash Settlement Amount, to pay to a Holder an amount equal to the Security MTM Termination Amount determined in respect of the Secured Securities held by such Holder and such amount shall constitute the "Shortfall" in respect of such Secured Security. For the avoidance of doubt, the Issuer is not obliged to hold Collateral Assets in respect of the Security MTM Termination Amount in the Collateral Account and no Holder shall have any recourse to any Collateral Pool other than the Collateral Pool applicable to that series of Secured Securities.";

(e) the third paragraph of Collateral Security Condition 3.6 shall be deleted in its entirety and replaced with the following:

"In connection with such delivery, (i) W&C Security Condition 5 shall not apply, (ii) for the purposes of W&C Security Condition 11.1, Security Expenses shall be deemed not to include any Enforcement Expenses which are incurred in delivery of the Collateral Assets in accordance with this Collateral Security Condition 3.6 which such Enforcement Expenses (if any) will instead be payable in the manner agreed between the Issuer and Collateral Agent, (iii) the Collateral Agent shall be entitled to deduct from the assets deliverable to Holders all Security Expenses not previously deducted from amounts paid or assets delivered to Holders, as the Collateral Agent shall in its sole and absolute discretion determine are attributable to the relevant Secured Securities and (iv) any reference in the W&C Security Conditions to "Relevant Assets" shall be deemed, in connection with a delivery of Collateral Assets in accordance with this Collateral Security Condition 3.6, to be a reference to "Reference Collateral Assets";

(f) the following words shall be deleted from the first and second sentences of the final paragraph of Collateral Security Condition 3.6:

" , in the first instance, use the amounts realised from the sale of the relevant MTM Adjustable Assets in accordance with Collateral Security Condition 3.3 to meet the payment of these expenses. If there are no MTM Adjustable Assets for the Collateral Agent to sell or the proceeds from a sale of all the MTM Adjustable Assets in a Collateral Pool are insufficient to meet the Enforcement Expenses in full, the Collateral Agent shall";

(g) the third paragraph of Collateral Security Condition 6.2 shall be deleted and replaced with the following:

"No Holder shall be entitled to enforce the Pledges or to proceed directly against the Issuer to enforce the other provisions of the Pledge Agreement unless the Collateral Agent, having become bound so to enforce or to proceed, fails so to do within a reasonable time and such failure is continuing or the Collateral Agent is prevented from doing so by any court order. In connection with the enforcement of the Pledge, the Collateral Agent shall determine the Security MTM Termination Amount (and therefore the Shortfall) in respect of each Secured Security and shall notify such amount to the Holders following the occurrence of the Enforcement Event (and in connection with such determination may appoint one or more agents to assist it with such determination).";

(h) the fifth paragraph of Collateral Security Condition 6.2 shall be deleted in its entirety;

(i) Collateral Security Condition 6.3 shall be amended by the deletion of all the text thereof and its replacement with the following:

"Following (a) payment in full by the Issuer and/or the Guarantor of the Shortfall (if any) in respect of a Secured Security and (b) delivery to the Holder of a Secured Security of Reference Collateral Assets in an amount equal to the relevant Delivery Share by the Collateral Agent (together with any Collateral Delivery Rounding Amount payable), the relevant Secured Security shall be deemed to have been redeemed."; and

(j) the following definitions in Collateral Security Condition 1 shall be replaced with the definitions set out below:

"**Enforcement Expenses**" means all amounts due to the Collateral Agent and/or any appointee thereof, including any costs, expenses and taxes incurred in connection with the delivery of the Reference Collateral Assets to the Holders of the Secured Securities and any other unpaid amounts payable to the Collateral Agent under the Agency Agreement.

"**Security MTM Termination Amount**" means, subject to a minimum of zero, an amount in the Settlement Currency equal to each Placed Secured Securities' pro rata share of an amount equal to the marked to market value, on the date on which the Collateral Agent delivers an Enforcement Notice in accordance with Collateral Security Condition 6.1, of the Option, as determined by the Collateral Agent.

**10. Redemption (Certificates)**

W&C Security Conditions 34.1-34.8 (inclusive) will not apply.

10.1 General

Unless the Certificates are Exercisable Certificates, subject as provided in these Terms and Conditions, provided no Enforcement Event has occurred, each Certificate (other than a Credit Certificate) will be redeemed by the Issuer:

(a) in the case of a Cash Settled Certificate, by payment of the Cash Settlement Amount; or

(b) in the case of a Physical Delivery Certificate, subject as provided in W&C Security Conditions 5 and 35, by delivery of the Entitlement,

such redemption to occur in either case, subject as provided below, on the date falling on the fifth Business Day following the Valuation Date, unless date specified otherwise in the applicable Final Terms (the "**Redemption Date**"). If (i) the date for payment of any amount in respect of the Certificates is not a Business Day, the holder thereof shall not be entitled to payment until the next following Business Day and shall not be entitled to any further payment in respect of such delay or (ii) the date for delivery of any Entitlement in respect of the Certificates is not a Settlement Business Day (as defined in W&C Security Condition 5.1), the Holder thereof shall not be entitled to delivery of the Entitlement until the next following Settlement Business Day.

The Certificates may also be subject to automatic early redemption upon the occurrence of an Automatic Early Redemption Event, as defined in and in accordance with the provisions of W&C Security Condition 34.9 if specified in the applicable Final Terms.

10.2 Credit Certificates

Subject as provided in these Terms and Conditions and as specified in the applicable Final Terms and provided no Enforcement Event has occurred, each Credit Certificate will be redeemed by the Issuer by payment of the Cash Settlement Amount such redemption to occur on the Redemption Date specified in the applicable Final Terms subject as provided in Annex 12 (Additional Terms and Conditions for Credit Securities). If the date for payment of any amount in respect of the Certificates is not a Business Day, the holder thereof shall not be entitled to payment until the next following Business Day and shall not be entitled to any payment in respect of such delay.

10.3 Issuer Call Option

If Issuer Call Option is specified in the applicable Final Terms, the Issuer may, provided no Enforcement Event has occurred and having given:

(a) except in the case of Certificates represented by Private Placement Definitive Certificates and Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, not less than the minimum notice period nor more than the maximum notice period specified in the applicable Final Terms (the "**Notice Period**") notice to the Holders in accordance with W&C Security Condition 10 and, in the case of Certificates represented by Private Placement Definitive Certificates and Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, not less than 30 nor more than 45 days' notice to the Holders in accordance with W&C Security Condition 10; and

(b) not less than 15 days (or such Notice Period specified in the applicable Final Terms) before the giving of the notice referred to in (i), notice to the relevant Security Agent or, in the case of CREST Dematerialised Certificates, not less than 45 days' notice to the Euroclear Registrar,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Certificates then outstanding on any date fixed for redemption as specified in the applicable Final Terms (an "**Optional Redemption Date**") and at an amount (the "**Optional Redemption Amount**") specified in, or determined on the date (the "**Optional Redemption Valuation Date**") and in the manner specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

In the case of a partial redemption of Certificates (other than CREST Dematerialised Certificates), the rights of Holders of Certificates represented by a Global Security, or Holders of Italian Dematerialised Certificates, Swedish Dematerialised Securities, Danish Dematerialised Securities or Finnish Dematerialised Securities will be governed by the standard procedures of Euroclear, Clearstream Luxembourg, Euroclear France, DTC, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland, as applicable, or any relevant Clearing System (as the case may be). With respect to Certificates represented by Private Placement Definitive Certificates, the Definitive Security Agent will select the Certificates to be redeemed individually by lot, not more than 45 days prior to the date fixed for redemption, and give notice to Holders, in accordance with W&C Security Condition 10, of the serial numbers of the Certificates to be redeemed not less than 15 days prior to the date fixed for redemption. Private Placement Definitive Certificates may only be redeemed in minimum amounts of U.S.$250,000 or more, and the remaining unredeemed portion thereof must be at least U.S.$250,000. So long as the Securities are listed on the official list of Euronext Paris ("**Euronext Paris**") and admitted to trading on the regulated market of Euronext Paris and the rules of that stock exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Certificates, cause to be published on the website of Euronext Paris (www.euronext.com) a notice specifying the aggregate nominal amount of Certificates outstanding. In the case of a partial redemption of CREST Dematerialised Certificates, the notice to Holders referred to in this Condition 34.3 shall specify any procedures for partial redemption laid down in the then applicable Uncertificated Securities Regulations.

10.4 **Holder Put Option**

If Holder Put Option is specified in the applicable Final Terms, upon the Holder of any Certificate giving to the Issuer not less than the minimum notice period nor more than the maximum notice period notice specified in the applicable Final Terms (the "**Notice Period**")) the Issuer will, upon the expiry of such notice and provided no Enforcement Event has occurred, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), such Certificate on any date fixed for redemption as specified in the applicable Final Terms (an "**Optional Redemption Date**") and at an amount (the "**Optional Redemption Amount**") specified in, or determined on the date (the "**Optional Redemption Valuation Date**") and in the manner specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date (each date and amount as specified in the applicable Final Terms). If Put Payout 2210 or 2300 is specified as applicable in the applicable Final Terms, the Optional Redemption Amount shall be Put Payout 2210 or Put Payout 2300, as applicable. If the product of Put Payout 2210 or Put Payout 2300, as the case may be is zero, no amount shall be payable on redemption of such Certificate.

If the Certificate is held outside DTC, Euroclear and Clearstream, Luxembourg, Euroclear France and/or any other relevant Clearing System, other than in the case of CREST Dematerialised Certificates, to exercise the right to require redemption of the Certificate the Holder of the Certificate must deliver at the specified office of any Security Agent or the Registrar at any time during normal business hours of such Registrar or Security Agent falling within the Notice Period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Security Agent (a "**Put Notice**") and in which the Holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Collateral Security Condition 10.4, accompanied by the Certificate or evidence satisfactory to the Security Agent concerned that the Certificate will, following delivery of the Put Notice, be held to its order or under its control in a manner reasonably satisfactory to the Security Agent

concerned. If the Certificates are CREST Dematerialised Certificates, to exercise the right to require redemption of the Certificate, the Holder of the Certificate must, not less than 30 nor more than 60 days before the Optional Redemption Date, deposit with the Euroclear Registrar a duly completed Put Notice in the form obtainable from the Euroclear Registrar and in accordance with the Uncertificated Securities Regulations. If the Certificate is held through DTC, Euroclear or Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System, to exercise the right to require redemption of the Certificate the Holder of the Certificate must, within the Notice Period, give notice to the Security Agent concerned of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System or any common depositary for them to the Security Agent by electronic means) in a form acceptable to DTC, Euroclear and Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System from time to time and, if the Certificate is represented by a Global Certificate, at the same time present or procure the presentation of the relevant Global Certificate to the relevant Security Agent for notation accordingly. In the case of Finnish Dematerialised Certificates, in order to exercise this option the Holder must transfer or procure the transfer of the relevant Certificates have been transferred to the account designed by the Finnish Security Agent and procure that such account is blocked for further transfer on or prior to the Optional Redemption Date. Any Put Notice given by a Holder of any Certificate pursuant to this Collateral Security Condition 10.4 shall be irrevocable.

10.5 **Redemption in Instalments**

If the applicable Final Terms specify that the Certificates are Instalment Certificates, each Certificate will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms.

10.6 **Redemption of Partly Paid Certificates**

Partly Paid Certificates will be redeemed in accordance with the provisions set out in the applicable Final Terms.

10.7 **Exercise of Certificates**

If the Certificates are Cash Settled Certificates and Exercise of Certificates is specified as applicable in the applicable Final Terms, provided no Enforcement Event has occurred, the Certificates (such Certificates "**Exercisable Certificates**") will be automatically exercised on the Exercise Date, or, if Multiple Exercise is specified as applicable in the applicable Final Terms, each Exercise Date subject as provided in the following paragraph and, in the case of Credit Certificates, to the provisions of Annex 12 (Additional Terms and Conditions for Credit Securities). Upon automatic exercise each Certificate entitles its Holder to receive from the Issuer the Cash Settlement Amount on the Redemption Date or, if Multiple Exercise is specified as applicable in the applicable Final Terms, the relevant Exercise Settlement Date.

If the Certificates are Italian Listed Certificates, prior to the Renouncement Notice Cut-off Time, as specified in the applicable Final Terms, on an Exercise Date, the Holder of a Certificate may renounce automatic exercise of such Certificate by the delivery or sending by fax of a duly completed Renouncement Notice (a "**Renouncement Notice**") in the form set out in the applicable Final Terms to the Italian Security Agent. Once delivered a Renouncement Notice shall be irrevocable. Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by the Italian Security Agent (in consultation with Monte Titoli) and shall be conclusive and binding on the Issuer, the Guarantor, if applicable, the Security Agents and the relevant Holder. Subject as set out below, any Renouncement Notice so determined to be incomplete or not in proper form shall be null and void. If such Renouncement Notice is subsequently

corrected to the satisfaction of the Italian Security Agent, it shall be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the Italian Security Agent.

10.8 **Open End Certificates**

If "Open End" is specified as applicable in the relevant Final Terms, the Redemption Date of such Open End Certificates will, notwithstanding any provision to the contrary, be the date falling (5) five Business Days after the relevant Averaging Date, Observation Date, Strike Date or, as applicable, Valuation Date determined by the Issuer in its sole discretion, provided that the relevant Averaging Date, Observation Date, Strike Date or Valuation Date so-determined by the Issuer is notified to the Holders at the latest ten (10) Business Days prior to the contemplated date in accordance with W&C Security Condition 10.

If a Certificate is an Open End Certificate, "Knock-in Event" and "Knock-out Event" may not be specified as applicable in the relevant Final Terms in respect of such Certificate.

**11. Payments (Certificates)**

W&C Security Condition 35.1 shall not apply. Except in the case of CREST Dematerialised Certificates, Registered Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates, Finnish Dematerialised Certificates and subject as provided below, the Issuer shall pay or cause to be paid the Cash Settlement Amount or relevant amount (if any) payable under the Credit Security Conditions (or in the case of Instalment Certificates, each Instalment Amount) or Security Realised Amount and an amount equal to the Shortfall (if any) for each Certificate by credit or transfer to the Holder's account with the relevant Clearing System or the Definitive Security Agent, as the case may be (in the case of English Law Certificates other than CREST Dematerialised Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates, Finnish Dematerialised Certificates and Certificates held through Euroclear France ("**Euroclear France Certificates**") or with the relevant Account Holder (in the case of Euroclear France Certificates)) for value on the Redemption Date (or (a) in the case of Instalment Certificates, on the relevant Instalment Date; or (b) if Multiple Exercise is specified as applicable in the applicable Final Terms, on the relevant Exercise Settlement Date) less any Expenses, such payment to be made in accordance with the rules of such Clearing System or the Definitive Security Agent, as the case may be or Account Holder. Payment of any Shortfall by the Guarantor (if any) shall be made in the same manner as the Security Realised Amount is paid by, or on behalf of, the Issuer.

Except in the case of CREST Dematerialised Certificates, Registered Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates and Finnish Dematerialised Certificates where the Certificates pay interest, subject as provided below, the Issuer shall pay or cause to be paid the Interest Amount for each Certificate in respect of each Interest Payment Date by credit or transfer to the Holder's account with the relevant Clearing System or in the case of Private Placement Definitive Certificates, the office of the Definitive Security Agent, as the case may be, for value on the relevant Interest Payment Date, such payment to be made in accordance with the rules of such Clearing System or the Definitive Security Agent, as the case may be.

Except in the case of CREST Dematerialised Certificates, Registered Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates and Finnish Dematerialised Certificates, the Issuer or the Guarantor will be discharged by payment to, or to the order of, the relevant Clearing System or the Definitive Security Agent, as the case may be, or, as the case may be, the relevant Account Holder, in respect of the amount so paid. Each of the persons shown in the records of the relevant Clearing System or the Definitive Security Agent, as the case may be, or whose name appears in the account of the relevant Account Holder (in the case of Euroclear France Certificates) as the holder of a particular amount of the Certificates must look solely to the relevant Clearing System or the Definitive Security Agent, as the case may be, or, as the case may

be, the relevant Account Holder for his share of each such payment so made to, or to the order of, such Clearing System or the Definitive Security Agent, as the case may be or Account Holder.

In the case of OET Certificates, the Issuer shall confirm to the Principal Security Agent and to the relevant Account Holders (in the case of OET Certificates held through Euroclear France) or Euroclear and Clearstream, Luxembourg (in the case of OET Certificates held through Euroclear or Clearstream, Luxembourg), the Cash Settlement Amount to be paid in respect of each OET Certificate.

In the case of Private Placement Definitive Certificates only, if a Holder has given wire transfer instructions to the Issuer and Definitive Security Agent, the Issuer will make all payments in accordance with those instructions.

In the case of CREST Dematerialised Certificates and subject as provided below, the Euroclear Registrar shall pay or cause to be paid the Cash Settlement Amount (if any), the relevant amount (if any) payable under the Credit Security Conditions, Security Realised Amount, Shortfall Instalment Amount (if any) and the Interest Amount (if any) in respect of CREST Dematerialised Certificates to the relevant Holder's cash account (as shown in the records of the Operator), such payment to be made in accordance with the rules of the Operator. Payments in respect of CREST Dematerialised Certificates will be discharged by payment (as shown in the records of the Operator) to the cash account of the relevant Holder.

In the case of Registered Certificates, the Issuer shall pay or cause to be paid the Cash Settlement Amount or the relevant amount (if any) payable under the Credit Security Conditions (or in the case of Instalment Amount, each Instalment Amount) or Security Realised Amount and an amount equal to the Shortfall (if any) in respect of each Registered Certificate (whether or not in global form) against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Certificate at the specified office of the Registrar or any of the Security Agents by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Certificate appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date (the "**Record Date**"). Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the amount of the Certificates held by a holder is less than U.S.$250,000 (or integral multiples of U.S.$1,000 in excess thereof) (or its approximate equivalent in any other Settlement Currency), payment will instead be made by a cheque in the Settlement Currency drawn on a Designated Bank (as defined below). For these purposes, "**Designated Account**" means the account maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means (in the case of payment in a Settlement Currency other than euro) a bank in the principal financial centre of the country of such Settlement Currency and (in the case of a payment in euro) any bank which processes payments in euro. Payment of any Shortfall by the Guarantor (if any) shall be made in the same manner as the Security Realised Amount is paid by, or on behalf of, the Issuer.

In the case of Registered Certificates and where the Certificates pay interest, the Issuer shall pay or cause to be paid the Interest Amount (other than the final Interest Amount) in respect of each Registered Certificate (whether or not in global form) by a cheque in the Settlement Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Certificate appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the Record Date at his address shown

in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Certificate, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) in respect of the Registered Certificates which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the Interest Amount due in respect of each Registered Certificate on redemption will be made in the same manner as payment of the Cash Settlement Amount of such Registered Certificate.

Holders of Registered Certificates will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Certificate as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar/relevant Security Agent in respect of any payments of principal or interest in respect of the Registered Certificates.

None of the Issuer, the Guarantor (if applicable), the Collateral Agent or any of the Security Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Certificates or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

A record of each payment made on such Registered Global Certificate, distinguishing between any payment of the Cash Settlement Amount and any Interest Amount, will be made on such Registered Global Certificate by the Registrar to which such Registered Global Certificate is presented for the purpose of making such payment, and such record shall be *prima facie* evidence that the payment in question has been made.

The holder of the relevant Registered Global Certificate shall be the only person entitled to receive payments in respect of Registered Certificates represented by such Registered Global Certificate and the payment obligations of the Issuer or the Guarantor (if any) will be discharged by payment to, or to the order of, the holder of such Registered Global Certificate in respect of each amount so paid. Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, as the holder of a particular amount of Certificates must look solely to Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of the relevant Registered Global Certificate. No person other than the holder of the relevant Registered Global Certificate shall have any claim against the Issuer or the Guarantor (if any) in respect of any payments due on that Registered Global Certificate.

In the case of Swedish Dematerialised Certificates, payment of the Cash Settlement Amount (if any) (or in the case of Instalment Certificates, each Instalment Amount) or the relevant amount (if any) payable under the Credit Security Conditions, Security Realised Amount, Shortfall and Interest Amount (if any) will be made to persons registered as Holders in the register maintained by Euroclear Sweden, in the case of Swedish Dematerialised Certificates issued in nominal, on the fifth Business Day, or in the case of Swedish Dematerialised Certificates issued in units, the fourth Business Day immediately prior to the Redemption Date (or in the case of Instalment Certificates, Instalment Date) or Interest Payment Date, as the case may be (the "**Payment Date**") or the date on which the Enforcement Event occurred (the "**Swedish Record Date**"). The Swedish Security Agent will pay the relevant amount through Euroclear Sweden to each Holder appearing in the Euroclear Sweden Register on the Swedish Record Date on the Payment Date or on the relevant date on which the Security Realised Amount is paid in accordance with these Collateral Security Conditions.

In the case of Finnish Dematerialised Certificates, payment of the Cash Settlement Amount (if any) (or in the case of Instalment Certificates, each Instalment Amount) or the relevant amount (if any) payable under the

Credit Security Conditions (if any), Security Realised Amount, Shortfall and Interest Amount (if any) will be made to persons registered as Holders in the register maintained by Euroclear Finland, in the case of Finnish Dematerialised Certificates issued in nominal, on the Business Day preceding the Redemption Date (or in the case of Instalment Certificates, Instalment Date) or Interest Payment Date, as the case may be (the "**Finnish Payment Date**"), or in the case of Finnish Dematerialised Certificates issued in units, on the fifth trading day following the Redemption Valuation Date (both referred to as the "**Finnish Record Date**"). The Finnish Security Agent will pay the relevant amount to each Holder appearing in the Euroclear Finland Register on the Finnish Record Date, in the case of Finnish Dematerialised Certificates issued in nominal, on the Finnish Payment Date (being the first Business Day following the Finnish Record Date), or, in the case of Finnish Dematerialised Certificates issued in units, on the third Business Day following the Finnish Record Date, or on the occurrence of an Enforcement Event, in accordance with the rules and regulations of Euroclear Finland. In the event of late payment not due to an event or circumstance mentioned below in this paragraph, penalty interest will be payable on the overdue amount from the due date for payment thereof up to and including the date on which payment is made at an interest rate corresponding to, in the case of Helsinki Business Day, EURIBOR (or any other interbank offered rate applicable in Helsinki) increased by one percentage point. Interest will not be capitalized. Where the Issuer, the Guarantor, if any, or any Security Agent, due to any legal enactment (domestic or foreign), the intervention of a public authority (domestic or foreign), an act of war, strike, blockade, boycott, lockout or any other similar event or circumstance, is prevented from effecting payment, such payment may be postponed until the time the event or circumstance impeding payment has ceased, with no obligation to pay penalty interest. The provisions in this paragraph shall apply to the extent that nothing to the contrary follows from applicable provisions specified in the applicable Final Terms, or from the provisions of the Finnish Act on the Book-Entry System (*Fin. laki arvo-osuusjärjestelmästä* (826/1991)) and the Finnish Act on Book-Entry Accounts (*Fin. laki arvo-osuustileistä* (827/1991)).

In the case of Danish Dematerialised Certificates, payment of the Cash Settlement Amount (if any) (or in the case of Instalment Certificates, each Instalment Amount) or the relevant amount (if any) payable under the Credit Security Conditions (if any) Security Realised Amount, Shortfall and Interest Amount (if any) will be made to persons registered as Holders in the register maintained by VP Denmark, in the case of Danish Dematerialised Certificates issued in nominal, on the fifth Business Day, or in the case of Danish Dematerialised Certificates issued in units, the fourth Business Day immediately prior to the Redemption Date (or in the case of Instalment Certificates, Instalment Date) or Interest Payment, as the case may be (the "**Danish Payment Date**") or the date on which the Enforcement Event occurred (the "**Danish Record Date**".) The Danish Security Agent will pay the relevant amount through VP Denmark to each Holder appearing in the VP Denmark Register on the Danish Record Date on the Danish Payment Date or on the relevant date on which the Security Realised Amount is paid in accordance with these Collateral Security Conditions.

If the determination of any amount in respect of interest or premium amount due in respect of the Certificates on an Interest Payment Date or Premium Amount Payment Date (such date a "**Scheduled Payment Date**") is calculated by reference to the valuation of one or more Underlying Reference(s) and the date (or final date, as the case may be) for such valuation is postponed or delayed as provided in the Terms and Conditions to a date (such date the "**Delayed Date**") falling less than two Business Days preceding such Scheduled Payment Date, notwithstanding any provision to the contrary in the Terms and Conditions such Interest Payment Date or Premium Amount Payment Date, as the case may be, shall be postponed to the day falling two Business Days following such Delayed Date and no interest, premium or other amount shall be payable on the Certificates in respect of such delay.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment.

## Part C

This Part C shall only apply if the Final Terms of the Securities specify that Part C of Annex 13 (Additional Terms and Conditions for Secured Securities) applies. Where this Part C applies, for the avoidance of doubt, the terms of Part A of Annex 13 and Part B of Annex 13 shall not apply to the Securities.

### 1. Definitions

"**Additional Security Document**" means any security document which is entered into by the Issuer in respect of a Collateral Pool in addition to a Pledge Agreement;

"**Aggregate Cash Settled Final Security Value**" means, in respect of a Collateral Pool, the sum of the Aggregate Final Security Values of each series of Secured Securities secured by such Collateral Pool to which Collateral Cash Settlement is applicable;

"**Aggregate Collateral Proceeds Share**" means, in respect of a series of Secured Securities, the product of the Collateral Percentage applicable to such series of Secured Securities and the Realisation Amount in respect of the Collateral Pool which secures such series of Secured Securities;

"**Aggregate Delivery Share**" means, in respect of a series of Secured Securities, the product of the Collateral Percentage applicable to such series of Secured Securities and the Collateral Assets Value in respect of the Collateral Pool which secures such series of Secured Securities;

"**Aggregate Final Security Value**" means, in respect of a series of Securities, the aggregate of the Final Security Values of each Secured Security in such series of Secured Securities;

"**Aggregate Physically Settled Final Security Value**" means, in respect of a Collateral Pool, the Aggregate Final Security Values of each series of Secured Securities secured by such Collateral Pool to which Physical Delivery of Collateral is applicable;

"**Alternative Security Document**" means any security document which is entered into by the Issuer in respect of a Collateral Pool as an alternative to a Pledge Agreement;

"**BNPP Holding**" means, at any time, in respect of a series of Secured Securities, the number of Secured Securities held by the Issuer and/or any Affiliate(s) of the Issuer;

"**Cash Portion Percentage**" means in respect of a Collateral Pool, the amount (expressed as a percentage) equal to the Aggregate Cash Settled Final Security Value applicable to such Collateral Pool divided by Pool Aggregate Final Security Value;

"**Cash Settled Portion**" means an amount equal to the product of the Cash Portion Percentage and the Collateral Assets Value;

"**Cash Settled Portion Assets**" means Collateral Assets in a nominal amount equal to the Cash Settled Portion (where Nominal Value Collateralisation or Partial Nominal Value Collateralisation is applicable) or with a marked to market value equal to the Cash Settled Portion (where MTM Collateralisation or Partial MTM Collateralisation is applicable);

"**Collateral Account**" has the meaning given to it in Collateral Security Condition 3.2;

"**Collateral Agent**" means BNP Paribas Trust Corporation UK Limited, or such other entity as is specified in the applicable Final Terms, and, if applicable, any sub-agent of, or any other entity appointed by the Collateral Agent;

"**Collateral Asset Linked Security**" means a Certificate in respect of which the Final Terms specify that Collateral Security Condition 9 will apply;

"**Collateral Assets**" means any Eligible Collateral, including any Initial Collateral Assets specified in the applicable Final Terms (if any) and any Eligible Collateral delivered to the Collateral Custodian as additional or alternative Collateral Assets, together with, in each case, any accrued interest, redemption proceeds, income or other assets derived from such Eligible Collateral to the extent held in the relevant Collateral Account but shall not include any Collateral Assets which have been withdrawn from a Collateral Account in accordance with the relevant Pledge Agreement and the Agency Agreement;

"**Collateral Assets Value**" means, in respect of a Collateral Pool, (i) an amount equal to the aggregate nominal amount of Collateral Assets held by the Issuer in the Collateral Account in respect of such Collateral Pool where Nominal Value Collateralisation and/or Partial Nominal Value Collateralisation are applicable to each series of Secured Securities secured by the relevant Collateral Pool or (ii) an amount equal to the aggregate marked to market value (as determined by the Collateral Agent) of the Collateral Assets held by the Issuer in the Collateral Account in respect of such Collateral Pool, where MTM Collateralisation and/or Partial MTM Collateralisation are applicable to each series of the Secured Securities secured by the relevant Collateral Pool;

"**Collateral Calculation Agent**" means BNP Paribas Arbitrage S.N.C. or such other entity specified in the applicable Final Terms;

"**Collateral Cash Settlement**" means, following the occurrence of an Enforcement Event, realisation of all or certain of the Collateral Assets is to take place in accordance with Collateral Security Condition 3.3 and Collateral Cash Settlement shall apply to each series of Secured Securities where the Final Terms provide that it shall apply;

"**Collateral Custodian**" means BNP Paribas Securities Services, Luxembourg Branch and/or such other entity as is specified in the applicable Final Terms, and, if applicable, any sub-custodian of, or any other entity appointed by the Collateral Custodian;

"**Collateral Delivery Date**" means, in respect of a Collateral Pool, the date scheduled by the Collateral Agent to be the date on which the Collateral Agent intends to deliver the Collateral Assets in such Collateral Pool to Holders in accordance with Collateral Security Condition 3.7;

"**Collateral Delivery Rounding Amount**" has the meaning given to it in Collateral Security Condition 3.6;

"**Collateral Early Settlement Amount**" has the meaning given to it in Collateral Security Condition 7.3;

"**Collateral Enforcement Proceeds**" means the net proceeds of realisation of, or enforcement with respect to, the Collateral Assets in a Collateral Pool following payment of all Enforcement Expenses;

"**Collateral Percentage**" means, in respect of a series of Secured Securities, the amount (expressed as a percentage) equal to the Aggregate Final Security Value applicable to such series of Secured Securities divided by the Pool Aggregate Final Security Value applicable to the Collateral Pool which secures such series of Secured Securities;

"**Collateral Pool**" means a pool of Collateral Assets (including a cash deposit) held in a Collateral Account which secure one or more series of Secured Securities as specified in the applicable Final Terms;

"**Collateral Proceeds Share**" means, in respect of a series of Secured Securities, the pro rata share of a Secured Security within such series in the Aggregate Collateral Proceeds Share applicable to such series of Secured Securities;

"**Collateral Settlement Disruption Event**" means due to an event beyond the control of the Collateral Agent, the Collateral Agent determines it is impossible or illegal for the Collateral Agent to deliver the relevant Entitlement to a Holder on the related Collateral Delivery Date due to failure of the relevant clearance system or due to any law, regulation, court order or market conditions;

"**Collateral Security Credit Certificate**" means a Certificate in respect of which the Final Terms specify that Collateral Security Condition 8 will apply;

"**Collateral Split Rounding Amount**" has the meaning given to it in Collateral Security Condition 3.8;

"**Collateral Valuation Date**" means a date on which the Collateral Calculation Agent determines the marked to market value of the Collateral Assets in the relevant Collateral Pool and, if MTM Collateralisation or Partial MTM Collateralisation is specified in the applicable Final Terms, the marked to market value of the relevant Secured Securities, on such periodic basis as is specified in the applicable Final Terms;

"**Collateral Value**" means the Cash Collateral Value or the Securities Collateral Value, as the case may be;

"**Collective Investment Scheme**" means any scheme or arrangement made or offered by any company, under which the contributions or payments made by investors are pooled and utilised with a view to receiving profits, income, property or other benefit and managed on behalf of investors;

"**Delivery Share**" means, in respect of a series of Secured Securities, the pro rata share of a Secured Security within such series in the Aggregate Delivery Share applicable to such series of Secured Securities;

"**Default Notification**" means the delivery of a written notice by a Holder to each of the Issuer, the Principal Security Agent, the Collateral Agent, the Swap Counterparty (if any) and the Repo Counterparty (if any) specifying that an Event of Default has occurred in accordance with Collateral Security Condition 6.1;

"**Dispute Period**" means the period commencing on the day on which the Collateral Agent receives a Default Notification and ending at 5:00 pm (Paris time) on the fifth Business Day following such receipt;

"**Eligible Collateral**" means assets which may comprise a cash deposit, bonds or notes listed on a regulated market, shares listed on a regulated market, shares, units or other interests in a Collective Investment Scheme and/or other assets of the type or types specified as such in the applicable Final Terms and which are specified in the applicable Final Terms to be Eligible Collateral for the relevant Collateral Pool;

"**Enforcement Event**" means the delivery of an Enforcement Notice by the Collateral Agent to each of the Issuer, the Principal Security Agent, the Collateral Custodian, the Swap Counterparty (if any) and Repo Counterparty (if any);

"**Enforcement Expenses**" means all amounts due to the Collateral Agent and/or any appointee or agent thereof, including any costs, expenses and taxes incurred in connection with the realisation of, or enforcement with respect to the Collateral Assets in a Collateral Pool and distribution of such proceeds and/or, where applicable, delivery of Collateral Assets to the Holders of the related Secured Securities and any other unpaid amounts payable to the Collateral Agent by the Issuer under the Agency Agreement;

"**Enforcement Notice**" means a notice specifying that a Default Notification has been received from a Holder and no Event Dispute Notice has been received from the Issuer within the Dispute Period with respect to such Default Notification and that, as a result, the Secured Securities are immediately due and payable;

"**Event Dispute Notice**" means a notice from the Issuer to the Collateral Agent following receipt of a Default Notification specifying that the Issuer reasonably believes that the Event(s) of Default which are the subject of such Default Notification have not occurred, together with reasonable evidence supporting the Issuer's belief

(including a description in reasonable detail of the facts relevant to the determination that an Event of Default has not occurred);

"**Final Security Value**" means, in respect of a Secured Security (a) if MTM Collateralisation is specified as applicable in the Final Terms relating thereto, the marked to market value of the relevant Secured Security, as determined for the purposes of Collateral Security Condition 3.2 as at the Collateral Valuation Date for the relevant Collateral Pool immediately prior to the occurrence of the Enforcement Event, (b) if Partial MTM Collateralisation is specified as applicable in the Final Terms relating thereto, the product of (i) the marked to market value of the relevant Secured Security, as determined for the purposes of Collateral Security Condition 3.2 as at the Collateral Valuation Date for the relevant Collateral Pool immediately prior to the occurrence of the Enforcement Event and (ii) the Partial Collateralisation Level applicable to the relevant series of Secured Securities, (c) if Nominal Value Collateralisation is specified as applicable in the Final Terms relating thereto, the relevant Secured Security's nominal value or (d) if Partial Nominal Value Collateralisation is specified as applicable in the applicable Final Terms relating thereto, the product of (i) the nominal value of such Secured Security and (ii) the Partial Collateralisation Level applicable to the relevant series of Secured Securities;

"**Haircut**" means a percentage by which the market value of a Collateral Asset is discounted to mitigate possible depreciation in the value of the relevant Collateral Asset in the period between the last valuation of such Collateral Asset and the realisation of such Collateral Asset.

"**Initial Collateral Assets**" has the meaning given to it in the applicable Final Terms;

"**Issuer**" means BNPP B.V.;

"**Limited Diversification**" means, where specified to be applicable in the applicable Final Terms, that the Collateral Assets within the relevant Collateral Pool are not diversified;

"**MTM Value**" means, in respect of a Secured Security, the marked to market value of such Secured Security (taking into account all factors which the Collateral Agent determines relevant) immediately prior to the occurrence of an Enforcement Event, provided that no account shall be taken of the financial condition of (i) the Issuer which shall be deemed to be able to perform fully its obligations in respect of the Secured Securities or (ii) the Guarantor which shall be deemed to be able to perform fully its obligations in respect of the Guarantee and provided further that where the relevant Secured Security is one to which Cash Settlement is applicable and is a Secured Security in respect of which the Relevant Settlement Date is due to occur on or prior to the date on which the Enforcement Event occurred, the marked to market value of the Secured Security, for the purpose of determining such amount, may not be less than the Relevant Settlement Amount payable in respect thereof;

"**nominal value**" means, in respect of any Secured Security which is a Certificate, the Notional Amount of such Secured Security or, where such Secured Security is a Debt Security, its Nominal Amount;

"**Partial Collateralisation Level**" means the percentage specified as such in the applicable Final Terms;

"**Partial Nominal Amount**" means, in respect of a Secured Security, the product of (i) the nominal value of such Secured Security and (ii) the Partial Collateralisation Level applicable to the relevant series of Secured Securities;

"**Physical Delivery of Collateral**" means, following the occurrence of an Enforcement Event, Collateral Assets are to be delivered to the Holders of Secured Securities in accordance with Collateral Security Condition 3.6 and shall only apply to a series of Secured Securities where "Physical Delivery of Collateral" is specified as applicable in the applicable Final Terms;

"**Physical Portion Assets**" means Collateral Assets in a nominal amount equal to the Physically Settled Portion (where Nominal Value Collateralisation or Partial Nominal Value Collateralisation is applicable) or with a marked to market value equal to the Physically Settled Portion (where MTM Collateralisation or Partial MTM Collateralisation is applicable);

"**Physical Portion Percentage**" means, in respect of a Collateral Pool, the amount expressed as a percentage, equal to the Aggregate Physically Settled Final Security Value applicable to such Collateral Pool divided by the Pool Aggregate Final Security Value;

"**Physically Settled Portion**" means an amount equal to the product of the Physical Portion Percentage and the Collateral Asset Value;

"**Placed Secured Securities**" means, at any time, the number of Secured Securities outstanding less the number of any Secured Securities which form part of the BNPP Holding at such time;

"**Pledge**" means the Security Interests created, or intended to be created at any time in favour of the Collateral Agent on behalf of the relevant Holders under the Pledge Agreement relating to a Collateral Pool;

"**Pledge Agreement**" is as defined in Collateral Security Condition 3.2;

"**Pool Aggregate Final Security Value**" means, in respect of a Collateral Pool, the aggregate of the Final Security Values of each Secured Security which is secured by such Collateral Pool;

"**Priority of Payments**" means, in respect of a series of Secured Securities and if specified as applicable in the Final Terms relating thereto, the order of priority in which payments will be made using the Collateral Enforcement Proceeds in respect of such series of Secured Securities, as set out in the applicable Final Terms;

"**Realisation Amount**" means the net proceeds of realisation of, or enforcement with respect to, the Collateral Assets in a Collateral Pool following payment of all Enforcement Expenses and, where applicable, following payment of any amount which is payable in priority to amounts due in respect of the Secured Securities which are secured by such Collateral Pool in accordance with the Priority of Payments;

"**Relevant Settlement Amount**" means Cash Settlement Amount, Optional Redemption Amount, Collateral Early Settlement Amount or the relevant redemption amount payable under the Credit Securities, as the case may be;

"**Relevant Settlement Date**" means Cash Settlement Date, Optional Redemption Date or Settlement Date, as the case may be;

"**Repayable Assets**" has the meaning given to it in Collateral Security Condition 7.2;

"**Rounding Amount**" means the aggregate of the Collateral Delivery Rounding Amount and the Collateral Split Rounding Amount payable to a Holder in respect of a Secured Security;

"**Securities Collateral Value**" has the meaning given to it in Collateral Security Condition 3.2;

"**Securities Value**" means an amount equal to the sum of, in respect of each series of Secured Securities secured by the same Collateral Pool, (i) the marked to market value of the Secured Securities where MTM Collateralisation is specified in the applicable Final Terms as applicable to such series of Secured Securities, (ii) the product of (A) the marked to market value of the Secured Securities and (B) the relevant Partial Collateralisation Level where Partial MTM Collateralisation is specified in the applicable Final Terms as applicable to such series of Secured Securities, (iii) the aggregate nominal value of the Secured Securities if such Secured Securities are Certificates and where Nominal Value Collateralisation is specified in the applicable Final Terms as applicable to such series of Secured Securities or (iv) the product of (A) the

aggregate nominal value of the Secured Securities and (B) the relevant Partial Collateralisation Level if such Secured Securities are Certificates and where Partial Nominal Value Collateralisation is specified in the applicable Final Terms as applicable to such series of Secured Securities, provided that any Secured Securities which are, on the relevant Collateral Valuation Date, beneficially owned by BNPP B.V. or any of its Affiliates shall be disregarded as if they did not exist for the purposes of determining such amount;

"**Security Interests**" means any pledge, other encumbrance or security interest created under a Pledge Agreement;

"**Security Realised Amount**" is as defined in Collateral Security Condition 3.5;

"**Security Termination Amount**" means, in respect of a Secured Security, an amount determined by the Collateral Agent equal to:

(a) if Security Value Termination Amount is specified in the applicable Final Terms, the MTM Value of such Secured Security;

(b) if Security Value Realisation Proceeds is specified in the applicable Final Terms, such Secured Security's pro rata share of the Realisation Amount subject to a maximum amount equal to the MTM Value of such Secured Security;

(c) if Nominal Value Realisation Proceeds is specified in the applicable Final Terms and such Secured Security is a Certificate, the Secured Security's pro rata share of the Realisation Amount subject to a maximum amount equal to the nominal value of such Secured Security;

(d) if Partial Nominal Value Realisation Proceeds is specified in the applicable Final Terms and such Secured Security is a Certificate, the Secured Security's pro rata share of the Realisation Amount subject to a maximum amount equal to the product of (i) the nominal value of such Secured Security and (ii) the Partial Collateralisation Level applicable to the relevant series of Secured Securities;

(e) if Nominal Value Amount is specified in the applicable Final Terms and such Secured Security is a Certificate, the nominal value of such Secured Security;

(f) if Shortfall Value Amount is specified in the applicable Final Terms and such Secured Security is a Certificate, the sum of (i) the lower of (A) such Secured Security's pro rata share of the Realisation Amount and (B) the product of (I) the nominal value of such Secured Security and (II) the Partial Collateralisation Level applicable to the relevant series of Secured Securities and (ii) an amount, subject to a minimum of zero, equal to the MTM Value of such Secured Security less the Partial Nominal Amount; or

(g) the amount specified as such in the Final Terms applicable to such Secured Security;

"**Shortfall**" is as defined in Collateral Security Condition 3.5; and

"**Undeliverable Collateral Assets**" means Collateral Assets which the Collateral Agent is unable to deliver in accordance with Collateral Security Condition 3.6 due to the occurrence of a Collateral Settlement Disruption Event.

## 2. General

2.1 Collateral Calculation Agent

BNP Paribas Arbitrage S.N.C. shall undertake the duties of Collateral Calculation Agent in respect of the Secured Securities as set out below and in the applicable Final Terms unless another entity is so specified as

collateral calculation agent in the applicable Final Terms. The expression "Collateral Calculation Agent" shall, in relation to the relevant Secured Securities, include such other specified collateral calculation agent.

2.2 Collateral Agent

BNP Paribas Trust Corporation UK Limited shall undertake the duties of Collateral Agent in respect of the Secured Securities as set out below and in the applicable Final Terms unless another entity is so specified as collateral agent in the applicable Final Terms. The expression "Collateral Agent" shall, in relation to the relevant Secured Securities, include such other specified collateral agent.

2.3 Pledge Agreement

The Pledge Agreement will, unless otherwise specified in the applicable Final Terms, be governed by Luxembourg law and W&C Security Conditions 14.1 and 14.2 shall be construed accordingly. Any Alternative Security Document or Additional Security Document will be governed by the law specified in the applicable Final Terms.

**3. Status of the Secured Securities, Security and Guarantee**

3.1 Status

W&C Security Condition 3 shall not apply to the Secured Securities. The Secured Securities are unsubordinated and secured obligations of the Issuer and rank pari passu among themselves.

3.2 Security

The obligations of the Issuer in respect of the Secured Securities will be secured by one or more pledge agreements between the Issuer and the Collateral Agent (each a "**Pledge Agreement**") pursuant to which the Issuer will grant a first ranking security interest in favour of the Collateral Agent, for itself and on behalf of the Holders of the Secured Securities which are to be secured by the relevant Collateral Pool, over all the Issuer's rights in, and, to the Collateral Assets delivered to each of the Collateral Custodians appointed in respect of the relevant Collateral Pool and held from time to time in the relevant account(s) established with the Collateral Custodian(s) for such purpose (such account(s), the "**Collateral Account**"). The Issuer will not deliver Eligible Collateral to the Collateral Account in connection with Secured Securities in respect of which the Issuer or any of its Affiliates are the beneficial owner. In addition to, or as an alternative to, a Pledge Agreement, the Issuer may also enter into an Additional Security Document or Alternative Security Document in respect of a Collateral Pool as specified in the applicable Final Terms in order to secure its obligations in respect of the Secured Securities and references in Collateral Security Condition 1 and hereinafter to "Pledge Agreement" and "Pledges" shall be construed as if they also refer to such Alternative Security Documents and/or Additional Security Documents. Unless the applicable Final Terms specify that there is no Collateral Calculation Agent and/or no Collateral Valuation Dates in respect of a series of Secured Securities and related Collateral Pool:

(a) where the Collateral Assets are securities, the Issuer will transfer Collateral Assets to and from the Collateral Account (based on the most recent valuation provided by the Collateral Calculation Agent in respect of a Collateral Valuation Date) so that it will hold, in respect of a Collateral Pool, Collateral Assets with an aggregate marked to market value (as determined by the Collateral Calculation Agent and which will take into account a Haircut if "Haircut" is specified as applicable in the applicable Final Terms) (the "**Securities Collateral Value**") at least equal to the Securities Value (as determined in respect of such Collateral Valuation Date) applicable to the relevant Collateral Pool; and

(b) where the Collateral Assets are a cash deposit or deposits, the Issuer will transfer Collateral Assets to and from the Collateral Account (based on the most recent valuation of the relevant series of Secured

Securities provided by the Collateral Calculation Agent in respect of a Collateral Valuation Date) so that it will hold, in respect of a Collateral Pool, Collateral Assets in an amount (the "**Cash Collateral Value**") at least equal to the Securities Value (as determined in respect of such Collateral Valuation Date) applicable to the relevant Collateral Pool.

For the avoidance of doubt, where no Collateral Calculation Agent and/or no Collateral Valuation Dates are specified in the applicable Final Terms for a Collateral Pool, there will be no adjustment made by the Issuer to the amount of Collateral Assets held by the Issuer in the relevant Collateral Account and the Collateral Value and Securities Value will not be calculated on an ongoing basis during the terms of the relevant Secured Securities which are secured by the relevant Collateral Pool.

Where the Final Terms in respect of a series of Secured Securities specify that "Single Series Pool" will be applicable to the series of Secured Securities, such series of Secured Securities will be the only series of Secured Securities to be secured by the relevant Collateral Pool. Where the Final Terms specify that "Multiple Series Pool" will be applicable to the relevant series of Secured Securities, such series of Secured Securities may be secured by a Collateral Pool which secures more than one series of Secured Securities.

3.3 Realisation of Collateral Assets

If an Enforcement Event occurs, the Collateral Agent shall enforce the Pledge(s) and, unless Physical Delivery of Collateral is specified as applicable in the applicable Final Terms, realise the Collateral Assets in each Collateral Pool (and may appoint one or more agents to assist it to do so) provided that the Collateral Agent need not take such action if it reasonably believes that it would not be able to recover the costs or other liabilities which would be incurred in connection with such action from the relevant Collateral Assets or otherwise or would experience an unreasonable delay in doing so. The Collateral Agent will not have any liability as to the consequences of such action and will not have regard to the effect of such action on individual Holders. Any reference in Collateral Security Conditions 3.3-3.8 (inclusive), Collateral Security Condition 6 and Collateral Security Condition 7 to the Collateral Agent shall also be deemed to be a reference to any agent which it appoints to assist it. Where the Collateral Agent is required to dispose of any Collateral Assets on behalf of the Issuer then:

(a) the Collateral Agent shall seek firm bid quotations from at least three dealers in assets such as the relevant Collateral Assets (and, for such purpose, it may seek quotations in respect of such Collateral Assets in their entirety or in respect of designated tranches thereof, as it considers appropriate);

(b) the Collateral Agent may itself provide a bid in respect of the relevant Collateral Assets or any tranche thereof; and

(c) it shall and shall be authorised to accept in respect of each relevant tranche or, as applicable, the entirety of the relevant Collateral Assets the highest such quotation so obtained (which may be a quotation from the Collateral Agent).

Subject as may otherwise be provided for in these Collateral Security Conditions or the Final Terms, in effecting the sales, the Collateral Agent may sell the Collateral Assets in one single tranche or in smaller tranches as it considers appropriate in order to attempt reasonably to maximise the proceeds from such sale. The Collateral Agent may effect sales of the Collateral Assets (i) on any national securities exchange or quotation service on which the Collateral Assets may be listed or quoted, (ii) in the over-the-counter market or (iii) in transactions otherwise than on such exchanges or in the over-the-counter market. If (A) the Collateral Agent is unable to obtain any quotations for the sale of the Collateral Assets or (B) the Collateral Agent is offering to buy the Collateral Assets itself for its own account for a price equal to or higher than the best quotation from a third party, the Collateral Agent may effect sales of the Collateral Assets to itself.

3.4 Application of proceeds

Following payment of (a) all amounts due to the Collateral Agent and/or any agent appointed by it to assist in the enforcement of the Pledge(s) and realisation of the Collateral Assets, including any Enforcement Expenses and (b) any other amounts which are payable in accordance with, and in the order set out in, the applicable Priority of Payments (if any), the remaining proceeds from the realisation of the Collateral Assets in a Collateral Pool will be applied in meeting the claims of Holders under the Secured Securities which are secured by the relevant Collateral Pool on a pari passu basis where each Secured Security's share of such proceeds shall be determined on the basis of such Secured Security's Collateral Proceeds Share provided that a Holder shall not be entitled to receive an amount in respect of a Secured Security greater than the Security Termination Amount determined with respect to such Secured Security.

3.5 Shortfall

In the event that, following the application of the Collateral Enforcement Proceeds in accordance with Collateral Security Condition 3.4, the amount paid to a Holder in respect of a Secured Security held by him (a "Security Realised Amount") is less than the Security Termination Amount determined with respect to such Secured Security (the difference being referred to as a "**Shortfall**"), the Issuer shall remain liable for such Shortfall, but any such Holder shall not have recourse to any Collateral Pool other than the Collateral Pool applicable to that series of Secured Securities.

3.6 Physical Delivery of Collateral Assets

Where "Physical Delivery of Collateral" is specified in the applicable Final Terms, following enforcement of the Pledge(s), the Collateral Agent, will deliver the Collateral Assets in a Collateral Pool to each Holder of a Secured Security secured by the relevant Collateral Pool in a nominal amount equal to the Delivery Share applicable to such Secured Security on a pari passu basis (where Nominal Value Collateralisation or Partial Nominal Value Collateralisation apply to the relevant Secured Securities) or with a marked to market value equal to the Delivery Share applicable to such Secured Security on a pari passu basis (where MTM Collateralisation or Partial MTM Collateralisation apply to the relevant Secured Securities). Delivery of such Collateral Assets and payment of any Rounding Amount will fully extinguish the Issuer's obligations in respect of the relevant Secured Securities notwithstanding that the value of the Collateral Assets (together with Rounding Amount) so delivered may be less than the market value and/or nominal value of the relevant Secured Security. The Shortfall and the Security Termination Amount in respect of each such Secured Security shall be equal to zero provided that, unless specified otherwise in the applicable Final Terms, where MTM Collateralisation, Partial MTM Collateralisation or Partial Nominal Value Collateralisation is applicable, a Shortfall shall be calculated in accordance with Collateral Security Condition 3.5 where, for such purpose, the Security Realised Amount will be equal to the sum of any Rounding Amount due to the Holder and the marked to market value of the Collateral Assets actually delivered to the Holder (on the basis of the marked to market values of the relevant Collateral Assets determined by the Collateral Agent, as of the relevant date of such delivery) and the Security Termination Amount will be as set out in the applicable Final Terms.

In connection with any such delivery in respect of Certificates which are Secured Securities, such delivery shall be made in accordance with W&C Security Conditions 30 and 35.2 and the Entitlement shall be deemed to be a Security's Delivery Share. Where delivery of the Collateral Assets is due to be made in respect of Secured Securities which are Warrants, W&C Security Conditions 22, 24 and 25 (as modified by these Collateral Security Conditions) shall apply and, for such purposes, the Warrants shall be deemed to be Physical Delivery Warrants and the Entitlement shall be deemed to be a Warrant's Delivery Share.

In connection with such delivery, (i) W&C Security Condition General Provisions relating to Settlement in respect of W&C Securities shall not apply, (ii) for the purposes of W&C Security Condition 11.1, Security Expenses shall be deemed to include any Enforcement Expenses which are incurred in delivery of the Collateral Assets in accordance with this Collateral Security Condition 3.6, (iii) the Collateral Agent shall be entitled to deduct from the assets deliverable to Holders all Security Expenses not previously deducted from amounts paid or assets delivered to Holders, as the Collateral Agent shall in its sole and absolute discretion determine are attributable to the relevant Secured Securities and (iv) any reference in the W&C Security Conditions to "Relevant Assets" shall be deemed, in connection with a delivery of Collateral Assets in accordance with this Collateral Security Condition 3.6, to be a reference to "Collateral Assets".

The final sentence of the first paragraph of W&C Security Condition 35.2(d) shall not apply and the Collateral Assets which it is not possible to deliver to a Holder due to such rounding shall, if and to the extent practicable, be sold by the Collateral Agent (or such other agent as may be appointed by the Collateral Agent for such purpose) in accordance with Collateral Security Condition 3.3 and a pro rata share of the resulting amount (the "**Collateral Delivery Rounding Amount**") shall be paid to each Holder whose Entitlement is subject to such rounding.

Where Physical Delivery of Collateral is applicable to any series of Secured Securities secured by a Collateral Pool either (A) MTM Collateralisation or Partial MTM Collateralisation must apply to each series of Secured Securities secured by the same Collateral Pool or (B) Nominal Value Collateralisation or Partial Nominal Value Collateralisation must apply to each series of Secured Securities secured by the same Collateral Pool.

3.7 Settlement Disruption

If, in the opinion of the Collateral Agent, delivery of the Entitlement following the occurrence of an Enforcement Event using the method of delivery specified in the applicable Final Terms, or such other commercially reasonable manner as the Collateral Agent has determined, is not practicable by reason of a Collateral Settlement Disruption Event (as defined above) having occurred and continuing on any Collateral Delivery Date then such Collateral Delivery Date, for such Secured Securities shall be postponed to the first following Business Day in respect of which there is no such Collateral Settlement Disruption Event, provided that the Collateral Agent may elect in its sole discretion to deliver the Entitlement in such other commercially reasonable manner as it may select and in such event the Collateral Delivery Date shall be such day as the Collateral Agent deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Collateral Settlement Disruption Event affects some but not all of the Collateral Assets comprising the Entitlement, the Collateral Delivery Date for the Collateral Assets not affected by the Collateral Settlement Disruption Event will be the originally designated Collateral Delivery Date.

If delivery of the relevant Entitlement is not possible due to the occurrence of a Collateral Settlement Disruption Event, for a period of greater than eight Business Days (or such other period specified in the Final Terms), then in lieu of physical settlement and notwithstanding any other provision hereof, the Collateral Agent shall sell or realise the Undeliverable Collateral Assets in the manner set out in Collateral Security Condition 3.3. The Collateral Agent shall give notice as soon as practicable to the Holders in accordance with W&C Security Condition 10 that a Collateral Settlement Disruption Event has occurred. No Holder shall be entitled to any payment in respect of the relevant Secured Security or in the case of Warrants, if applicable, Unit, as the case may be, in the event of any delay in the delivery of the Entitlement due to the occurrence of a Collateral Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer, the Guarantor or the Collateral Agent.

3.8 Cash Collateral Settlement and Physical Delivery of Collateral

Where both Physical Delivery of Collateral and Collateral Cash Settlement apply to different series of Secured Securities which are secured by the same Collateral Pool, following the occurrence of an Enforcement Event, the following provisions shall apply:

(a) The Collateral Agent shall first value, or appoint an agent to undertake such valuation on its behalf, the Collateral Assets in the relevant Collateral Pool in order to determine the Collateral Assets Value.

(b) The Collateral Agent shall determine the Aggregate Cash Settled Final Security Value and the Aggregate Physically Settled Final Security Value and then determine the Cash Settled Portion in respect of the Collateral Assets in the relevant Collateral Pool and the Physically Settled Portion in respect of the Collateral Assets in the relevant Collateral Pool.

(c) (i) After determining the Collateral Assets Value in respect of the relevant Collateral Pool and calculating the amounts set out in Collateral Security Condition 3.8(b), the Collateral Agent shall determine which Collateral Assets are to be realised in accordance with Collateral Security Condition 3.3 and which Collateral Assets are to be delivered to Holders in accordance with Collateral Security Condition 3.6:

(A) (I) (in all circumstances other than where Collateral Security Condition 3.8(c)(B) applies) on the basis that the aggregate marked to market value of the Collateral Assets (as determined for the purposes of calculating the Collateral Assets Value) which are to be realised shall be equal to the amount of the Cash Settled Portion and (II) the aggregate marked to market value of the Collateral Assets (as determined for the purposes of calculating the Collateral Assets Value) which are to be delivered to Holders shall be equal to the amount of the Physically Settled Portion; or

(B) on the basis that the aggregate nominal amount of the Collateral Assets which are to be realised in accordance with Collateral Security Condition 3.3 shall be equal to the amount of the Cash Settled Portion and the aggregate nominal amount of the Collateral Assets which are to be delivered to Holders in accordance with Collateral Security Condition 3.6 shall be equal to the amount of the Physically Settled Portion where Nominal Value Collateralisation or Partial Nominal Value Collateralisation apply to the Secured Securities in the relevant Collateral Pool and there are no Collateral Valuation Dates.

(ii) In each case if the nominal amount of the Collateral Assets to be the subject of Collateral Cash Settlement or to be delivered in accordance with Physical Delivery of Collateral is not equal to an authorised denomination of the Collateral Assets (or an integral multiple thereof) then the nominal amount of each such Collateral Asset shall be rounded down to the nearest authorised denomination or multiple thereof or, if none, to zero. In such circumstances, the Collateral Assets which were not capable of being assigned as Cash Settled Portion Assets or as Physically Settled Portion Assets due to such rounding in each case shall, if and to the extent practicable, be sold by the Collateral Agent (or such other agent as may be appointed by the Collateral Agent for such purpose) in accordance with Collateral Security Condition 3.3. The resulting amount (the "**Collateral Split Rounding Amount**") shall be paid to the Holders on a pari passu basis where each Secured Security's share of such proceeds shall be determined on the basis of such Secured Security's Collateral Proceeds Share (in the case of Secured Securities to which Collateral Cash Settlement applies) where, for such purpose, the Realisation Amount will be deemed to be equal to such proceeds of sale from the relevant

Collateral Assets subject to rounding (after deduction of costs or expenses incurred or relating to such sale) or on the basis of such Secured Security's Delivery Share (in the case of Secured Securities to which such Physical Delivery of Collateral applies) where, for such purpose, the Collateral Assets Value will be deemed to be equal to such proceeds of sale from the relevant Collateral Assets subject to rounding (after deduction of costs or expenses incurred or relating to such sale). For the avoidance of doubt, the Collateral Split Rounding Amount will be payable in addition to any Collateral Delivery Rounding Amount payable in accordance with Collateral Security Condition 3.6.

(d) After the Collateral Agent determines the Collateral Assets to be realised in accordance with Collateral Security Condition 3.3, such Collateral Securities shall be realised in accordance with such Collateral Security Condition provided that references therein to "Collateral Assets" shall be deemed to be references to the Cash Settled Portion Assets only and not to all the Collateral Assets in the Collateral Pool.

(e) After the Collateral Agent determines the Collateral Assets to be delivered in accordance with Collateral Security Condition 3.6, such Collateral Assets will be delivered to Holders in accordance with such Collateral Security Condition provided that references therein to "Collateral Assets" shall be deemed to be references to the Physically Settled Portion Assets only and not to all the Collateral Assets in the Collateral Pool.

3.9 No collateralisation of Secured Securities held by the Issuer or any of its Affiliates

The Issuer will not deliver Collateral Assets to the Collateral Account in respect of Secured Securities where the Issuer or any of its Affiliates are the beneficial owner of such Secured Securities. Following an Enforcement Event, the Issuer will procure that it and/or the Affiliate of the Issuer that holds the Secured Securities will renounce and waive all rights (including as to payment) in respect of such Secured Securities and shall submit such Secured Securities for cancellation free of payment. Any amounts calculated for the purposes of Collateral Security Conditions 3.2 to 3.8 (inclusive) shall be calculated on the basis that any reference to Secured Securities shall be a reference to Placed Secured Securities only and the definitions in Collateral Security Condition 1 shall be interpreted accordingly.

3.10 Claim on Guarantor

In the event that the Issuer fails to make payment of the Shortfall, the Guarantor will on demand (without first requiring the Holder to take further steps against the Issuer or any other person) pay to each Holder in respect of each Secured Security held by him, an amount equal to the Shortfall in the currency in which the Shortfall is payable by the Issuer.

3.11 Status of Guarantee

The Guarantee is an unsubordinated and unsecured obligation of BNPP and will rank pari passu with all its other present and future unsubordinated and unsecured obligations subject to such exceptions as may from time to time be mandatory under French law. Secured Securities in respect of which these Collateral Security Conditions are specified as applicable in the relevant Final Terms shall be deemed not to be "Securities" for the purposes only of the Deed of Guarantee for Unsecured Securities dated on or around 5 June 2014, or the French Law Guarantee for Unsecured W&C Securities dated on or around 5 June 2014, entered into, in each case, by BNPP in respect of securities (other than Secured Securities) issued by the Issuer under its note, warrant and certificate programme.

## 4. Guarantee

Subject as provided below and in the relevant Guarantee, BNPP has unconditionally and irrevocably (a) guaranteed to each Holder that, if following the occurrence of an Enforcement Event and enforcement of the Pledge in respect of the relevant Collateral Pool, for any reason the Issuer does not pay the Security Termination Amount in respect of a Secured Security in full, BNPP will not later than five Paris Business Days (as defined in the relevant Guarantee) after a demand has been made on BNPP pursuant thereto (without requiring the relevant Holder first to take steps against the Issuer or any other person) pay an amount equal to the Shortfall in the currency in which such payment is due in immediately available funds as though BNPP were the principal obligor in respect of such obligation provided that BNPP shall not be obliged to make any payment under this Guarantee in respect of a Secured Security until the Collateral Assets in the Collateral Pool securing such Secured Security have been realised or liquidated in full and distributed in the manner set out in Collateral Security Condition 6.2.

## 5. Collateral Calculation Agent

In relation to each issue of Secured Securities, the Collateral Calculation Agent (whether it be BNP Paribas, BNP Paribas Arbitrage S.N.C. or another entity) acts solely as agent of the Issuer and the Guarantor, and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. All calculations and determinations made in respect of the Secured Securities by the Collateral Calculation Agent shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the Guarantor, the Holders and the Collateral Agent. Because the Collateral Calculation Agent may be an Affiliate of the Issuer, potential conflicts of interest may exist between the Collateral Calculation Agent and the Holders, including with respect to certain determinations and judgments that the Collateral Calculation Agent must make.

The Collateral Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

## 6. Events of Default and Enforcement

6.1 Events of Default

A Holder may deliver a Default Notification specifying that an Event of Default has occurred. If the Collateral Agent does not receive an Event Dispute Notice from the Issuer at or prior to the end of the Dispute Period, it shall deliver an Enforcement Notice to each of the Issuer, the Principal Security Agent, the Collateral Custodian, the Swap Counterparty (if any) and Repo Counterparty (if any) whereupon, each series of Secured Securities shall become immediately due and payable at their Security Termination Amount (save where Physical Delivery of Collateral is applicable in which case the Entitlement in respect of each such Secured Security shall be delivered on the relevant Collateral Delivery Date) without further action or formalities and the Security Interests granted under the Pledge Agreements shall become enforceable (as set out in the Pledge Agreements).

Any of the following events (each an "**Event of Default**") shall entitle a Holder to deliver a Default Notification:

(a) the Issuer fails to pay any amount payable in respect of the Secured Securities or any of them when due and payable or fails to deliver the Entitlement when due and such default is not remedied within 30 days after the relevant due date; or

(b) the Issuer or the Guarantor fails to perform or observe any of its other obligations under the Secured Securities and such default is not remedied within 45 days after notice of such default has been given to the Principal Security Agent by any Holder; or

(c) BNPP applies for the appointment of an ad hoc representative (*mandataire ad hoc*) under French bankruptcy law, or enters into an amicable procedure (procédure de conciliation) with creditors or ceases its payments, or a judgment is issued for the judicial liquidation (*liquidation judiciaire*) of BNPP or for a transfer of the whole of its business (*cession totale de l'entreprise*); or

(d) the Issuer is subject to proceedings similar to those set out in Collateral Security Condition 6.1(c), or, in the absence of legal proceedings, the Issuer or Guarantor makes a conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors, or a resolution is passed by the Issuer or Guarantor for its winding-up or dissolution, except in connection with a merger or other reorganisation in which all of the Issuer's or the Guarantor's assets are transferred to, and all of the Issuer's or Guarantor's debts and liabilities (including the Secured Securities) are assumed by, another entity which continues the Issuer's or Guarantor's activities.

Any such Enforcement Notice shall be promptly given to the Holders in accordance with W&C Security Condition 10.

6.2 Enforcement

The Collateral Agent shall not be bound to take any action under or in connection with any of the Pledge Agreements (including without limitation enforcing the Pledge(s) upon the Pledge(s) becoming enforceable) (i) unless a Holder has given written notice to each of the Issuer, the Collateral Agent and the Principal Security Agent that an Event of Default has occurred, no Event Dispute Notice in respect of such Default Notification has been received by the Collateral Agent at or prior to the end of the Dispute Period and the Collateral Agent has, as a result, delivered an Enforcement Notice to each of the Issuer, the Principal Security Agent, the Collateral Custodian, the Swap Counterparty (if any) and Repo Counterparty (if any) with a copy delivered to the Holders or (ii) if the Collateral Agent reasonably believes that it (x) would not be able to recover its costs or other liabilities which would be incurred in connection with such action from the relevant Collateral Assets or otherwise or (y) would experience an unreasonable delay in doing so.

Upon the occurrence of an Enforcement Event in respect of any series of Secured Securities, the Collateral Agent shall enforce the Pledges in accordance with the Pledge Agreements. No Holder shall be entitled to enforce the Pledges or to proceed directly against the Issuer to enforce the other provisions of the Pledge Agreements unless the Collateral Agent, having become bound so to enforce or to proceed, fails so to do within a reasonable time and such failure is continuing or the Collateral Agent is prevented from doing so by any court order. In connection with the enforcement of the Pledges, and after the realisation and liquidation in full of all the Collateral Assets in a Collateral Pool and, where Physical Delivery of Collateral is not applicable, the Collateral Agent shall determine the Security Termination Amount (and, if applicable, any Shortfall) in respect of each Secured Security and shall notify such amounts to the Holders following such realisation and liquidation. Upon the occurrence of an Enforcement Event, the Collateral Calculation Agent shall provide details to the Collateral Agent of the valuation of the Collateral Assets and the Secured Securities (to the extent applicable) determined for the purposes of Collateral Security Condition 3.2 as at the immediately preceding Collateral Valuation Date (if any).

Where the Secured Securities become due and payable at their Security Termination Amount in accordance with Collateral Security Condition 6.1., no amounts other than the relevant Security Termination Amount will be payable in respect of each Secured Security.

Where Physical Delivery of Collateral and Nominal Value Collateralisation is applicable to a series of Secured Securities or there is recourse only to the proceeds of sale of the Collateral Assets, upon delivery of the relevant Collateral Assets (and payment of any Rounding Amount due in respect of such delivery) or payment of the proceeds of sale and any Rounding Amount, no further amount will be due to the Holders of such Secured Securities. In all other cases, in the event that the Realisation Amount is insufficient to pay the

Security Termination Amount due to a Holder in full or the value of Collateral Assets delivered is less than the Security Termination Amount, the Issuer shall remain liable for the Shortfall and, in the event that the Issuer fails to make payment of the Shortfall as and when it becomes due, the Guarantor will be liable for such Shortfall pursuant to the terms of the relevant Guarantee applicable to such Secured Securities. No Holder shall be entitled to have recourse to the Collateral Assets contained in a Collateral Pool other than the Collateral Pool which relates to the Secured Securities it holds.

6.3 Redemption and cancellation

Where Physical Delivery of Collateral is not applicable to a series of Secured Securities, following payment in full by the Issuer and/or the Guarantor of the Shortfall (if any) in respect of a Secured Security and/or payment to the Holder of a Secured Security of an amount in aggregate equal to the Security Termination Amount the relevant Secured Security shall be deemed to have been redeemed (in the case of Certificates) or cancelled (in the case of Warrants). Where Physical Delivery of Collateral is applicable to a series of Secured Securities, following or delivery to the Holder of a Secured Security of Collateral Assets in an amount equal to the relevant Delivery Share by the Collateral Agent (together with any Rounding Amount payable) and, where applicable, payment in full by the Issuer and/or the Guarantor of the Shortfall (if any) in respect of such Secured Security, the relevant Secured Security shall be deemed to have been redeemed (in the case of Certificates) or cancelled (in the case of Warrants).

**7. Additional Disruption Events**

7.1 The following changes will apply to W&C Security Condition 15:

(a) The definition of Additional Disruption Events in W&C Security Condition 15.1 shall be deleted and replaced with the following:

""**Additional Disruption Event**" means each of Change of Law, Hedging Disruption, Increased Cost of Hedging, Collateral Disruption and Increased Cost of Collateral Assets;"

(b) The following definitions shall be deemed to have been inserted in W&C Security Condition 15.1 after the definition of a Cancellation Event and before the definition of Change in Law:

""**Collateral Asset Default**" means, in respect of a series of Secured Securities, any Collateral Asset in the Collateral Pool which secures such series of Secured Securities becomes due and payable on a date prior to its stated maturity date for any reason (including by reason of default in payment) or where the Collateral Asset is a cash deposit, there is a failure by the bank with which such deposit is held to pay any amount in respect of such deposit or the deposit becomes repayable on a date prior to its stated repayment date for any reason;

"**Collateral Disruption**" means the Issuer and/or any of its Affiliates is unable after using commercially reasonable efforts to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or option contracts it deems necessary to obtain Collateral Assets; (b) freely realise, recover, remit, receive, re-patriate or transfer the proceeds of any such transactions(s) or assets(s) or futures or option contract(s) or any relevant hedge positions relating to the Collateral Assets (including without limitation as a result of adverse market conditions or a lack of liquidity in the market) or (c) acquire or substitute any Collateral Assets (including without limitation as a result of adverse market conditions or a lack of liquidity in the market);".

(c) The following definition shall be deemed to have been inserted in W&C Security Condition 15.1 after the definition of Hedging Shares and before the definition of Increased Cost of Hedging:

""**Increased Cost of Collateral Assets**" means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty,

expense, fee (other than brokerage commissions) or other relevant cost (including, for the avoidance of doubt, any funding cost) to (a) acquire, borrow, substitute, or dispose of any Collateral Assets, (b) establish, re-establish, substitute, maintain, unwind or dispose of any transaction entered into by the Issuer or any of its Affiliates in connection with the Collateral Assets or (c) realise, recover or remit the proceeds of any such Collateral Assets, provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Collateral Assets;".

(d) The definition of Optional Additional Disruption Events in W&C Security Condition 15.1 shall be deleted and replaced with the following:

""**Optional Additional Disruption Event**" means any of Cancellation Event, Collateral Asset Default, Currency Event, Failure to Deliver due to Illiquidity, Force Majeure Event, Increased Cost of Stock Borrow, Jurisdiction Event, Insolvency Filing, Loss of Stock Borrow and/or Stop-Loss Event, in each case if specified in the applicable Final Terms;".

(e) Notwithstanding the first sentence of W&C Security Condition 15.2, upon the occurrence of an Additional Disruption Event which is either a Collateral Disruption or an Increased Cost of Collateral Assets, the Issuer, in its sole and absolute discretion, may take the action described in W&C Security Condition 15.2(b) or (c).

7.2 The following shall apply where an Optional Additional Disruption Event occurs which is a Collateral Asset Default and W&C Security Condition 15 shall not apply in connection with such Optional Additional Disruption Event.

(a) Where the relevant Secured Securities are Certificates and where the relevant Collateral Asset(s) have become due and repayable other than by reason of default in payment, upon becoming aware of such event, the Issuer will, on giving such period of notice (in accordance with W&C Security Condition 10) as expires not more than ten nor less than five Business Days following the date upon which the Issuer receives the redemption proceeds of such Collateral Asset(s) or where the Collateral Asset is a deposit, the date on which the Issuer receives the amount due to it on such repayment of the deposit, redeem the Secured Securities by payment of an amount equal to such Secured Security's Collateral Early Settlement Amount on the expiry of such notice.

(b) Where the Collateral Asset has become due and repayable by reason of default in payment by the obligor of such Collateral Asset continuing after the expiry of any applicable grace period,

(i) in the case of Certificates, the Issuer shall as soon as reasonably practicable arrange for the sale of such Collateral Assets (and in connection therewith may appoint an agent to assist it in arranging such sale) in accordance with the manner of sale set out in Collateral Security Condition 3.3 (and for such purposes any reference in such Collateral Security Condition 3.3 to the Collateral Agent shall be deemed to be a reference to the Issuer or any agent it appoints to assist it in arranging such sale) or where the Collateral Asset is a cash deposit, the Issuer shall seek to recover amounts from the deposit or sell its rights to such deposit and the Issuer shall give notice in accordance with W&C Security Condition 10 that each Certificate is to be redeemed at its Collateral Early Settlement Amount pursuant to this Collateral Security Condition 7.2(b)(i) following receipt of the realisation proceeds of the Collateral Assets and (y) upon receipt of such proceeds, of the date upon which the relevant Secured Securities are to be redeemed (which date shall be not more than ten nor less than five Business Days following receipt of such proceeds) and it shall redeem each Secured Security by payment of an amount equal to such Secured Security's Collateral Early Settlement Amount; or

(ii) in the case of Certificates or Warrants, where Collateral Physical Settlement has been specified as applicable in applicable Final Terms, the Issuer shall as soon as reasonably practicable deliver the Collateral Assets to the Holders. Where delivery of the Collateral Assets is due to be made in respect

of Secured Securities which are Certificates, W&C Security Conditions 30 and 35.2 shall apply and, for such purposes, the Certificates shall be deemed to be Physical Delivery Certificates and the Entitlement (unless specified otherwise in the applicable Final Terms) shall be deemed to be the Certificate's pro rata share of the Collateral Assets held by the Issuer in respect of the relevant Collateral Pool. Any reference in the W&C Security Conditions to Relevant Assets shall be deemed to be, in connection with a Collateral Asset Default, a reference to the Collateral Assets which are comprised in the Entitlement for such Secured Security. Where delivery of the Collateral Assets is due to be made in respect of Secured Securities which are Warrants, W&C Security Conditions 22, 24 and 25 (as modified by these Collateral Security Conditions) shall apply and, for such purposes, the Warrants shall be deemed to be Physical Delivery Warrants and the Entitlement (unless specified otherwise in the applicable Final Terms) shall be deemed to be the Warrant's pro rata share of the Collateral Assets held by the Issuer in respect of the relevant Collateral Pool. Delivery of the Entitlement shall satisfy the Issuer's obligations in full in respect of the relevant Secured Securities.

(c) Subject as provided below, in the case of Certificates, in the event that some only of the Collateral Assets in the relevant Collateral Pool become repayable (the "**Repayable Assets**") pursuant to Collateral Security Conditions 7.2(a) or 7.2(b)(i) above, each Certificate will be partially redeemed on a pro rata basis in a nominal amount equal to the proportion of the then outstanding aggregate nominal amount of the Certificates that the principal amount of the Repayable Assets bears to the aggregate principal amount of all of the Collateral Assets, subject as provided below.

(d) Where Collateral Physical Settlement has been specified as applicable in the applicable Final Terms and a Settlement Disruption Event occurs, W&C Security Condition 5.1 shall apply provided that the Disruption Cash Settlement Price will be equal to the Disruption Cash Settlement Price specified in the applicable Final Terms.

(e) If a Collateral Asset Default occurs, the Issuer will procure that any Affiliate which is holding Secured Securities of the relevant series shall deliver these to the Issuer and the Issuer will cancel such Secured Securities together with any Secured Securities which it is holding itself free of payment.

7.3 For the purpose of Collateral Security Conditions 7.2(a) and 7.2(b)(i), the Collateral Early Settlement Amount in respect of each Certificate will, unless otherwise specified in the applicable Final Terms, be the lesser of:

(a) the Security Realised Amount in respect of such Certificate (determined in accordance with Collateral Security Condition 3) or where Collateral Security Condition 7.2(a) is applicable, such Secured Security's pro rata share of the redemption proceeds or, where the Collateral Asset is a cash deposit, the Issuer receives the amount due to it on the relevant repayment of the deposit received by the Issuer in respect of the relevant Collateral Assets; and

(b) an amount calculated as follows:

(i) in the case of Certificates with a Cash Settlement Amount equal to the Issue Price, at the Cash Settlement Amount thereof; or

(ii) in the case of Certificates with a Cash Settlement Amount which is or may be less or greater than the Issue Price or which is payable in a Settlement Currency other than that in which the Certificates are denominated, at the amount specified in, or determined in the manner specified in, the applicable Final Terms or, if no such amount or manner is so specified in the applicable Final Terms, at its outstanding nominal amount,

together with, in either case, unless otherwise specified in the applicable Final Terms, an amount in respect of interest (if any) accrued on such Certificate from and including the immediately preceding Interest Payment Date or, if none, the Interest Commencement Date to and including the date of redemption.

**8. Collateral Security Credit Certificates**

8.1 General

This Collateral Security Condition 8 shall only apply if the applicable Final Terms specify that Collateral Security Condition 8 applies and that the relevant Secured Securities are Collateral Security Credit Certificates. Where this Collateral Security Condition 8 applies, for the avoidance of doubt, the terms of Annex 13 shall not apply to the Secured Securities. This Collateral Security Condition 8 may only apply to Secured Securities which are Certificates and in respect of which the only Collateral Asset is the Reference Obligation and may not apply to Secured Securities which are Warrants.

8.2 Redemption

(a) Redemption absent Satisfaction of Conditions to Settlement

The Issuer will redeem each Collateral Security Credit Certificate on the related Collateral Credit Security Settlement Date (as such date may be extended in accordance with the definition thereof) by payment of an amount equal to the Cash Settlement Amount of such Certificate unless:

(i) an Automatic Early Redemption Event has occurred (if applicable);

(ii) an Enforcement Event has occurred;

(iii) the Collateral Security Credit Certificates have been previously redeemed or purchased or cancelled in full (including pursuant to Collateral Security Condition 8.2(b)); or

(iv) a Credit Event occurs and the Conditions to Settlement are satisfied in respect of such Credit Event, in which event the Issuer shall redeem the Collateral Security Credit Certificates in accordance with Collateral Security Condition 8.2(b).

(b) Redemption following Satisfaction of Conditions to Settlement

Upon the satisfaction of the Conditions to Settlement in relation to the Reference Entity, each Certificate will be redeemed at the Credit Event Settlement Amount on the Cash Settlement Date in full satisfaction of the Issuer's obligations under such Collateral Security Credit Certificate unless an Enforcement Event occurs on or prior to such Cash Settlement Date. Where the Conditions to Settlement are satisfied in relation to the Reference Entity but an Enforcement Event occurs on or prior to the Cash Settlement Date, Collateral Security Condition 3 shall apply.

(c) Miscellaneous provisions relating to Redemption

Any amount payable under Collateral Security Condition 8.2(b) shall be rounded downwards to the nearest sub-unit of the relevant currency.

8.3 Interest

(a) Cessation of Interest Accrual

Upon the occurrence of a Credit Event Determination Date in respect of the Reference Entity, interest shall cease to accrue with effect from, and including, either:

(i) the Interest Payment Date immediately preceding such Credit Event Determination Date (or, in the case of the first Interest Period, the Interest Commencement Date); or

(ii) if so specified in the applicable Final Terms, such Credit Event Determination Date.

(b) Interest following Scheduled Maturity

Subject always to Collateral Security Condition 8.3(a), if an Extension Notice has been given, no interest will accrue on each Collateral Security Credit Certificate which is outstanding from, and including, the Redemption Date to, and including, the related Collateral Credit Security Settlement Date.

(c) Interest Payment Dates

If the Collateral Security Credit Certificates are redeemed pursuant to the W&C Security Conditions, the Collateral Security Conditions or this Collateral Security Condition 8.3(a), the Redemption Date, the Collateral Credit Security Settlement Date (if not the Redemption Date) or the Cash Settlement Date, as the case may be, shall be an Interest Payment Date in respect of each Collateral Security Credit Certificate and the Issuer shall pay any interest that has accrued (and is unpaid) in respect of each Collateral Security Credit Certificate on such Interest Payment Date.

(d) General

For the avoidance of doubt, this Collateral Security Condition 8.3 shall apply only where the Final Terms specify that the Collateral Security Credit Certificates bear interest.

8.4 Satisfaction of the Conditions to Settlement

The "**Conditions to Settlement**" will be satisfied upon the Calculation Agent delivering to the Issuer a Credit Event Notice.

8.5 Miscellaneous Provisions relating to Collateral Security Credit Certificates

(a) Collateral Asset Withdrawals

The Issuer will use reasonable endeavours to obtain from the Reference Entity payment of the amount specified in the Unwind Notice and all amounts standing to the credit of the Deposit. The Issuer may appoint an agent to assist it in making payments into or withdrawing amounts from the Deposit.

(b) Determinations of the Calculation Agent

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Collateral Security Credit Certificates shall (in the absence of manifest error) be final and binding on the Issuer, the Guarantor and the Holders. In performing its duties pursuant to these Collateral Security Credit Conditions, the Calculation Agent shall act in its sole and absolute discretion acting reasonably and in good faith. Whenever the Calculation Agent is required to make any determination it may, inter alia, decide issues of construction and

legal interpretation. If the Calculation Agent chooses to rely on the determinations of the relevant Credit Derivatives Determinations Committee it may do so without liability. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Collateral Security Credit Certificates including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent, the Issuer or the Guarantor shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

(c) Delivery of Notices

As soon as reasonably practicable after receiving a Credit Event Notice or Extension Notice from the Calculation Agent, the Issuer shall promptly inform, or shall procure that the Calculation Agent informs, the Holders in accordance with W&C Security Condition 10.

8.6 Definitions

The following definitions shall apply to Collateral Security Credit Certificates.

"**Bankruptcy**" means the Reference Entity:

(i) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(ii) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;

(iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;

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

(vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(vii) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or

(viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (i) to (vii) above (inclusive).

"**BNP Paribas Group**" means BNP Paribas and its consolidated subsidiaries.

"**Cash Settlement Date**" means the date falling three Business Days (or such other number of days specified in the applicable Final Terms) after the Credit Event Valuation Date.

"**Certificate Value**" means the marked to market value of the Certificate immediately prior to the occurrence of the Credit Event expressed as a percentage of the Notional Amount of the Collateral Security Credit Certificate as determined by the Calculation Agent in its sole discretion and, in respect of such determination, that the Calculation Agent shall ignore the credit-linked component and credit linked provisions of the Collateral Security Credit Certificate for the purposes of such valuation.

"**Credit Derivatives Determinations Committee**" means each committee established by ISDA for the purposes of reaching certain DC Resolutions in connection with credit derivative transactions in the over the counter markets, as more fully described in the Rules.

"**Credit Event**" means the occurrence of a Bankruptcy with respect to the Reference Entity or a Failure to Pay.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

(i) any lack or alleged lack of authority or capacity of a Reference Entity to enter into the Reference Obligation;

(ii) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to the Reference Obligation, however described;

(iii) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

(iv) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

"**Credit Event Determination Date**" means the first date on which a Credit Event Notice is effective.

"**Credit Event Notice**" means an irrevocable notice from the Calculation Agent to the Issuer that describes a Credit Event that occurred on or after the Trade Date and on or prior to the earlier of (i) if Automatic Early Redemption Event is specified as applicable in the Final Terms, the Automatic Early Redemption Date immediately following the Automatic Early Redemption Valuation Date on which an Automatic Early Redemption Event has occurred, (ii) the date on which an Enforcement Event occurs and (iii) the day falling two Business Days prior to the Collateral Credit Security Settlement Date.

"**Credit Event Settlement Amount**" means an amount per Certificate subject to a minimum of zero, equal to:

NA × (Certificate Value – Redemption Adjustment)

"**Credit Event Valuation Date**" means any Business Day from, and including the Credit Event Determination Date to, and including, the Credit Event Valuation Period End Date as selected by the Calculation Agent in its sole discretion (such period, the "Credit Event Valuation Period") provided that the Credit Event Valuation Date may be postponed where the Valuation Extension Condition is satisfied, in which case the Credit Event Valuation Date will be any Business Day from, and including the Credit Event Determination Date to, and including, the last Business Day of the Extended Valuation Period, as selected by the Calculation Agent in its sole discretion.

"**Credit Event Valuation Period End Date**" means, unless specified otherwise in the applicable Final Terms, the day falling 180 Business Days following the Credit Event Determination Date.

"**Collateral Credit Security Settlement Date**" means:

(a) the Redemption Date; or

(b) where the Issuer, having received from the Calculation Agent an Extension Notice in relation to the Reference Entity, delivers it to the Holders on or prior to the day falling three Business Days prior to the Redemption Date, the Extended Redemption Date.

"**DC Resolution**" has the meaning given to it in the Rules.

"**Extended Redemption Date**" means the date that is five Business Days following the later of:

(a) the Redemption Date where paragraph (a) of the definition of "Extension Notice" applies; and

(b) the last day of the Grace Period where paragraph (b) of the definition of "Extension Notice" applies.

"**Extension Notice**" means a notice delivered by the Calculation Agent to the Issuer stating that (a) without prejudice to sub-paragraph (b), a Credit Event has occurred or may occur on or prior to the Redemption Date or (b) a Potential Failure to Pay has occurred or may occur on or prior to the Redemption Date.

"**Extended Valuation Period**" means the period from, and including the Credit Event Determination Date to, and including the day falling 720 calendar days (or such other day specified in the applicable Final Terms) following the Credit Event Determination Date.

"**Failure to Pay**" means, after the expiration of the Grace Period, the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under the Reference Obligation in accordance with the terms of such Reference Obligation at the time of such failure.

"**Final Price**" means the amount expressed as a percentage of the Reference Obligation Notional Amount (as at the date the Credit Event occurred) equal to:

(a) (i) the amount received by the Issuer from the Reference Entity in relation to the Reference Obligation in the period from, and including, the day on which the relevant Credit Event occurred to, and including, the last day in the Credit Event Valuation Period; or

(i) if the Issuer in its sole discretion acting in a commercially reasonable manner elects to transfer its rights in respect of the Reference Obligation to a third party (which may be an Affiliate of the Issuer) on an arm's length basis and the Issuer effects a transfer of such rights on or prior to the last day in the Credit Event Valuation Period, the amount received from the third party to which the Issuer has been able to transfer its rights related to the Reference Obligation less any costs or expenses incurred in or relating to such transfer;

(b) where the Valuation Extension Condition is satisfied, the amount paid by the Reference Entity to the Issuer in relation to the Reference Obligation on or prior to the last Business Day of the Extended Valuation Period; and

(c) if no amount has been paid to the Issuer by the Reference Entity on or prior to the last day of the Credit Event Valuation Period or, if the Valuation Extension Condition is satisfied, the last Business Day of the Extended Valuation Period and the Issuer has not transferred its rights related to the Reference Obligation to a third party on or prior to the last day of the Credit Event Valuation Period, the Final Price shall be deemed to be equal to zero.

For the avoidance of doubt, the Final Price as determined in accordance with sub-paragraphs (a) and (b) above may be deemed to be equal to zero.

"**Grace Period**" means the period of 15 Business Days (or such other period specified in the Final Terms) from the date on which an Unwind Notice has been delivered to the Reference Entity.

"**ISDA**" means the International Swaps and Derivatives Association, Inc. (or any successor thereto).

"**NA**" means the Notional Amount.

"**Non Recovered Loss**" means an amount expressed as a percentage calculated in accordance with the following formula:

"**Outstanding Notional Amount**" or "ONA" means the outstanding nominal amount of all issued Collateral Security Credit Certificates of the relevant series which have not been redeemed or are not held by an entity in the BNP Paribas Group.

"**Payment Requirement**" means EUR 1 (or such other amount specified in the applicable Final Terms).

"**Potential Failure to Pay**" means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement in respect of the Reference Obligation, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to the Reference Obligation, in accordance with the terms of the Reference Obligation at the time of such failure.

"**Redemption Adjustment**" means the aggregate of (i) any costs expressed as a percentage of the Outstanding Notional Amount payable by the Issuer or any of its Affiliates to unwind or terminate any hedging transaction or hedging positions related to the Certificates and (ii) any Non Recovered Loss in respect of the Reference Obligation.

"**Reference Obligation**" means a cash deposit by the Issuer (the "Deposit") with the Reference Entity in an amount equal to the Reference Obligation Notional Amount from time to time.

"**Reference Obligation Notional Amount**" or "RONA" means an amount placed on deposit with the Reference Entity by the Issuer upon issue of the Certificates, which amount may be reduced or increased in the manner set out in Collateral Security Condition 3.2(b).

"**Reference Entity**" means the party specified as such in the applicable Final Terms and any Successor thereto.

"**Rules**" means the Credit Derivatives Determinations Committee Rules, as published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

"**Succession Event**" means an event such as a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement;

"**Successor**" means any direct or indirect successor to the Reference Entity which assumes the Reference Obligation following a Succession Event in respect of the Reference Entity or, if there is more than one such successor entity, the successor entity which assumes the highest proportion of the outstanding balance of the Reference Obligation as determined by the Calculation Agent, provided that if more than one successor entity assumes such highest proportion of such Reference Obligation, the successor entity shall be determined by the Calculation Agent acting in a commercially reasonable manner.

"**Unwind Notice**" means a notice to the Reference Entity requesting the withdrawal of all or any part of the amounts standing to the credit of the Deposit.

"**Valuation Extension Condition**" means (i) the transfer of the Issuer's rights relating the Reference Obligation has not been possible on or prior to the last day in the Credit Event Valuation Period, (ii) no amount has yet been received by the Issuer from the Reference Entity in respect of the Reference Obligation on or prior to the last day in the Credit Event Valuation Period and (iii) the Issuer determines that the Final Price is likely to be higher than zero if there is an Extended Valuation Period and the Credit Event Valuation Date is postponed and it notifies the Issuer and the Calculation Agent accordingly.

## 9. Collateral Asset Linked Securities

9.1 General

This Collateral Security Condition 9 shall only apply if the applicable Final Terms specify that Collateral Security Condition 9 applies and that the relevant Secured Securities are Collateral Asset Linked Securities. The terms of the Collateral Security Conditions (save for Collateral Security Condition 8) shall apply to Collateral Asset Linked Securities save as set out or modified in this Collateral Security Condition 9. This Collateral Security Condition 9 may only apply to Secured Securities which are Certificates and may not apply to Secured Securities which are Warrants.

9.2 Changes to Collateral Security Conditions

In respect of Collateral Asset Linked Securities, the following changes shall be made to the Collateral Security Conditions:

(a) Collateral Security Condition 3.2 (Security) shall be deleted in its entirety and replaced with the following:

"3.2 Security

The obligations of the Issuer in respect of the Secured Securities will be secured by one or more pledge agreements between the Issuer and the Collateral Agent (each a "**Pledge Agreement**") pursuant to which the Issuer will grant a first ranking security interest in favour of the Collateral Agent, for itself and on behalf of the Holders of the Secured Securities which are to be secured by the relevant Collateral Pool, over all the Issuer's rights in, and, to the Collateral Assets delivered to each of the Collateral Custodians appointed in respect of the relevant Collateral Pool and held from time to time in the relevant account(s) established with the Collateral Custodian(s) for such purpose (such account(s), the "**Collateral Account**"). The Issuer will not deliver Collateral Assets in respect of Secured Securities where the Issuer and/or any of its Affiliates is the beneficial owner. In addition to, or as an alternative to, a Pledge Agreement, the Issuer may also enter into an Additional Security Document or Alternative Security Document in respect of a Collateral Pool as specified in the applicable Final Terms in order to secure its obligations in respect of the Secured Securities and references in Collateral Security Condition 1 and hereinafter to "Pledge Agreement" and "Pledges" shall be construed as if they also refer to such Alternative Security Documents and/or Additional Security Documents.

In respect of the Nominal Value Collateralisation Element, the Issuer will transfer into the Collateral Account on the Initial Posting Date and hold in such account on any day thereafter, an aggregate nominal amount of the Reference Collateral Assets, at least equal to the aggregate Notional Amount of the Placed Secured Securities on such date. Where the

Issuer or any of its Affiliates acquires Secured Securities after the Initial Posting Date, the Issuer will be entitled to withdraw an aggregate nominal amount of Reference Collateral Assets equal to the aggregate Notional Amount of the Secured Securities so acquired, provided that the Issuer shall always hold in the Collateral Account an aggregate nominal amount of the Reference Collateral Assets at least equal, at any time, to the aggregate Notional Amount of the Placed Secured Securities.

In respect of the MTM Collateralisation Element, the Issuer will transfer MTM Adjustable Assets to and from the Collateral Account (based on the valuation provided by the Collateral Calculation Agent in respect of the immediately preceding Collateral Valuation Date) so that it will hold in respect of the relevant Collateral Pool (excluding, for the avoidance of doubt, any Reference Collateral Assets that are held in the Collateral Account to collateralise the aggregate Notional Amount of the Placed Secured Securities) MTM Adjustable Assets with an aggregate marked-to-market value (as determined by the Collateral Calculation Agent and which will take into account the relevant Haircut (if a Haircut is specified as applicable in the applicable Final Terms) at least equal to the Securities Value applicable to the relevant Collateral Pool (as determined in respect of the immediately preceding Collateral Valuation Date).".

(b) The first sentence of Collateral Security Condition 3.3 shall be deleted and replaced with the following:

"If an Enforcement Event occurs, the Collateral Agent shall enforce the Pledge and realise the MTM Adjustable Assets (and may appoint one or more agents to assist it to do so) provided that the Collateral Agent need not take such action if it reasonably believes that it would not be able to recover the costs or other liabilities which would be incurred in connection with such action from the MTM Adjustable Assets or otherwise or would experience an unreasonable delay in doing so.".

(c) All references to "Collateral Assets" in Collateral Security Condition 3.3 shall be deemed to be references to "MTM Adjustable Assets" only.

(d) Collateral Security Condition 3.4 (Application of proceeds) shall be deleted in its entirety and replaced with the following:

"3.4 Application of proceeds

The Realisation Proceeds will be applied in meeting the claims of Holders under the Secured Securities which are secured by the relevant Collateral Pool on a pari passu basis where each Secured Security's share of such proceeds shall be determined on the basis of such Secured Security's Collateral Proceeds Share provided that a Holder shall not be entitled to receive an amount in respect of a Secured Security greater than the Security Termination Amount determined with respect to such Secured Security and that the Collateral Proceeds Share will be equal to zero in respect of any Secured Securities which are not Placed Secured Securities.".

(e) Collateral Security Condition 3.5 (Shortfall) shall be deleted in its entirety and replaced with the following:

"3.5 Shortfall

In the event that, following the application of the MTM Security Enforcement Proceeds in accordance with Collateral Security Condition 3.4, the amount paid to a Holder in respect of

a Secured Security held by him (a "**Security Realised Amount**") is less than the Security MTM Termination Amount determined with respect to such Secured Security (the difference being referred to as a "**Shortfall**"), the Issuer shall remain liable for such Shortfall, but any such Holder shall not have recourse to any Collateral Pool other than the Collateral Pool applicable to that series of Secured Securities.".

(f) Collateral Security Condition 3.6 (Physical Delivery of Collateral Assets) shall be deleted in its entirety and replaced with the following:

"3.6 Physical Delivery of Collateral

Following enforcement of the Pledge, the Collateral Agent, will deliver the Reference Collateral Assets in a Collateral Pool to the Holders of the Secured Securities secured by the relevant Collateral Pool on a pari passu and pro rata basis. Delivery of such Reference Collateral Assets will fully extinguish the Issuer's obligations in respect of the Notional Amount of the relevant Secured Securities notwithstanding that the value of the Collateral Assets so delivered may be less than the market value and/or nominal value of the relevant Secured Security.

Any such delivery shall be made in accordance with W&C Security Conditions 30 and 35.2 and the Entitlement shall be deemed to be a Security's pro rata share of the Reference Collateral Assets held by the Issuer in respect of the relevant Collateral Pool.

In connection with such delivery, (i) W&C Security Condition 5 shall not apply, (ii) for the purposes of W&C Security Condition 11.1, Security Expenses shall be deemed to include any Enforcement Expenses which are incurred in delivery of the Reference Collateral Assets in accordance with this Collateral Security Condition 3.6, (iii) the Collateral Agent shall be entitled to deduct from the Reference Collateral Assets deliverable to Holders all Security Expenses not previously deducted from amounts paid or assets delivered to Holders, as the Collateral Agent shall in its sole and absolute discretion determine are attributable to the relevant Secured Securities and (iv) any reference in the W&C Security Conditions to "Relevant Assets" shall be deemed, in connection with a delivery of Reference Collateral Assets in accordance with this Collateral Security Condition 3.6, to be a reference to "Reference Collateral Assets.".

(g) Collateral Security Condition 3.7 (Settlement Disruption) shall be deleted in its entirety and replaced with the following:

"3.7 Settlement Disruption

If, in the opinion of the Collateral Agent, delivery of the Entitlement following the occurrence of an Enforcement Event using the method of delivery specified in the applicable Final Terms, or such other commercially reasonable manner as the Collateral Agent has determined, is not practicable by reason of a Collateral Settlement Disruption Event (as defined above) having occurred and continuing on any Collateral Delivery Date then such Collateral Delivery Date, for such Secured Securities shall be postponed to the first following Business Day in respect of which there is no such Collateral Settlement Disruption Event, provided that the Collateral Agent may elect in its sole discretion to deliver the Entitlement in such other commercially reasonable manner as it may select and in such event the Collateral Delivery Date shall be such day as the Collateral Agent deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Collateral Settlement Disruption Event affects some but

not all of the Reference Collateral Assets comprising the Entitlement, the Collateral Delivery Date for the Reference Collateral Assets not affected by the Collateral Settlement Disruption Event will be the originally designated Collateral Delivery Date.

If delivery of the relevant Entitlement is not possible due to the occurrence of a Collateral Settlement Disruption Event, for a period of greater than eight Business Days (or such other period specified in the Final Terms), then in lieu of physical settlement and notwithstanding any other provision hereof, the Collateral Agent shall sell or realise the Undeliverable Reference Collateral Assets in the manner set out in Collateral Security Condition 3.3. The Collateral Agent shall give notice as soon as practicable to the Holders in accordance with W&C Security Condition 10 that a Collateral Settlement Disruption Event has occurred. No Holder shall be entitled to any payment in respect of the relevant Secured Security or in the case of Warrants, if applicable, Unit, as the case may be, in the event of any delay in the delivery of the Entitlement due to the occurrence of a Collateral Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer, the Guarantor or the Collateral Agent.".

(h) The first paragraph of Collateral Security Condition 6.1 (Events of Default) shall be deleted and replaced by the following:

"Following the occurrence of an Event of Default, a Holder, or the Distributor acting on the instructions of a Holder, may provide a Default Notification. If the Collateral Agent does not receive an Event Dispute Notice from the Issuer at or prior to the end of the Dispute Period, it shall deliver an Enforcement Notice to each of the Issuer, the Principal Security Agent and the Collateral Custodian whereupon the Secured Securities shall become immediately due and payable at their Security Termination Amount, and the Issuer shall be obliged to deliver the Entitlement in respect of each Secured Security on the relevant Collateral Delivery Date without further action or formalities and the Security Interest granted under the Pledge Agreement shall become enforceable (as set out in the Pledge Agreement).

Any of the following events (each an "Event of Default") shall entitle a Holder, or the Distributor, to deliver a Default Notification:".

(i) Collateral Security Condition 6.2 (Enforcement) shall be deleted in its entirety and replaced with the following:

"6.2 Enforcement

The Collateral Agent shall not be bound to take any action under or in connection with the Pledge Agreement (including without limitation enforcing the Pledge upon the Pledge becoming enforceable) (i) unless a Holder, or the Distributor acting on the instructions of a Holder, has delivered a Default Notification, no Event Dispute Notice in respect of such Default Notification at or prior to the end of the Dispute Period and the Collateral Agent has, as a result, delivered an Enforcement Notice or (ii) if the Collateral Agent reasonably believes that it (x) would not be able to recover its costs or other liabilities which would be incurred in connection with such action from the relevant Collateral assets or otherwise or (y) would experience an unreasonable delay in doing so.

Upon the occurrence of an Enforcement Event in respect of any series of Secured Securities, the Collateral Agent shall enforce all the Pledges in accordance with all the Pledge Agreements relating to all the Collateral Pools.

No Holder shall be entitled to enforce the Pledges or to proceed directly against the Issuer to enforce the other provisions of the Pledge Agreement unless the Collateral Agent, having become bound so to enforce or to proceed, fails so to do within a reasonable time and such failure is continuing or the Collateral Agent is prevented from doing so by any court order. In connection with the enforcement of the Pledge, and after the realisation and liquidation in full of all the MTM Adjustable Assets in a Collateral Pool, the Collateral Agent shall determine the Security Termination Amount (and, if applicable, any Shortfall) in respect of each Secured Security and shall notify such amount to the Holders following such realisation and liquidation.

As Physical Delivery of Collateral is applicable in respect of the Reference Collateral Assets, upon delivery of the relevant Reference Collateral Assets in accordance with Collateral Security Condition 3.6 to the Holders, no further amount will be due to the Holders in respect of the Notional Amount of the Secured Securities.

If the Issuer fails to pay the Security MTM Termination Amount in full to a Holder in respect of a Secured Security held by such Holder, the amount by which the amount actually paid to the Holders is less than the Security MTM Termination Amount shall constitute a "Shortfall". The Issuer shall remain liable for the Shortfall, and in the event the Issuer fails to pay all of the Shortfall as and when it becomes due, the Guarantor will be liable for such Shortfall pursuant to the terms of the Guarantee.

No Holder shall be entitled to have recourse to the Collateral Assets contained in any Collateral Pool other than the Collateral Pool which relates to the Secured Securities it holds.".

(j) The definition of Collateral Asset Default in Collateral Security Condition 7.1(b) shall be deleted and replaced with the following:

""**Collateral Asset Default**" means (a) any of the Reference Collateral Assets in the Collateral Pool become due and payable on a date prior to their stated maturity date for any reason (including by reason of default in payment), (b) a failure by the Reference Collateral Asset Issuer to (i) pay on the due date any amount due or (ii) perform any of its other obligations, in the case of both (i) and (ii), in respect of the Reference Collateral Assets or (c) any rescheduling, Restructuring, subordination, exchange or material amendment is announced by the Reference Collateral Asset Issuer or any governmental authority or occurs, in respect of the Reference Collateral Assets;".

(k) Collateral Security Condition 7.2 shall be deleted in its entirety and replaced with the following:

"7.2 The following shall apply where an Optional Additional Disruption Event occurs which is a Collateral Asset Default and W&C Security Condition 15 shall not apply in connection with such Optional Additional Disruption Event. The Issuer shall redeem the Secured Securities as soon as reasonably practicable after the occurrence of the Collateral Asset Default by (a) delivering the Reference Collateral Assets in the Collateral Pool to the Holders of the Secured Securities and W&C Security Conditions 30 and 35.2 shall apply and, for such purposes, the Secured Securities shall be deemed to be Physical Delivery Certificates and the Entitlement shall be deemed to be the Reference Delivery Amount and (b) payment to the Holders of Secured Securities of an amount equal to the Reference Collateral Event Cash Settlement Amount.

Any reference in the W&C Security Conditions to Relevant Assets shall be deemed to be, in connection with a Collateral Asset Default, a reference to the Reference Collateral Assets

comprising the Entitlement. Delivery of the Entitlement and payment of the Reference Collateral Event Cash Settlement Amount shall satisfy the Issuer's obligations in full in respect of the Secured Securities which, upon such payment and delivery, shall be redeemed.

In order to determine whether a Collateral Asset Default has occurred, the Calculation Agent and the Distributor (if any) will consult in good faith for up to five Business Days following the notification by the Calculation Agent or the Distributor to the other party of the potential occurrence of a Collateral Asset Default (a "**Consultation Period**") to agree whether or not a Collateral Asset Default has occurred.

If, following a Consultation Period, the Calculation Agent and the Distributor are not in agreement as to the occurrence or non-occurrence of a Collateral Asset Default, the Calculation Agent will consult three participants in the market for the Reference Collateral Assets that are independent of the Issuer, the Distributor or their respective Affiliates as to whether a Collateral Asset Default has occurred. The majority view of such market participants shall be the binding determination and any costs incurred in obtaining such views shall be borne by the Calculation Agent or the Distributor whichever held the view during the relevant Consultation Period that did not correspond to the majority view of the market participants.

If it is not possible to obtain the views of three such market participants, the original determination of the Calculation Agent as to whether a Collateral Asset Default has occurred shall apply. If there is no Distributor specified in the applicable Final Terms, the Calculation Agent will determine whether a Collateral Asset Default has occurred.

If a Collateral Asset Default occurs, the Issuer will procure that any Affiliate which is holding Secured Securities of the relevant series shall deliver these to the Issuer and the Issuer will cancel such Secured Securities together with any Secured Securities which it is holding itself and, in connection with such cancellation, the notional amount of the Option will be reduced to reflect the reduced aggregate Notional Amount of the Secured Securities.

Following the determination that a Collateral Asset Default has occurred, the Calculation Agent will notify the Holders in accordance with W&C Security Condition 10. From, and including, the Collateral Asset Default Date, no further Scheduled Underlying Reference Linked Payments will be made.";

(l) The following definitions in Collateral Security Condition 1 shall be replaced with the definitions set out below:

"**Collateral Proceeds Share**" means, in respect of the series of Secured Securities, the pro rata share of each Secured Security (excluding any Secured Securities held by the Issuer or an Affiliate) in the Aggregate Collateral Proceeds Share applicable to such series of Secured Securities. For the avoidance of doubt, the Aggregate Collateral Proceeds Share applicable to each Security held by the Issuer or an Affiliate shall be equal to zero.

"**Collateral Valuation Date**" means a date on which the Collateral Calculation Agent determines the marked to market value of the MTM Adjustable Assets in the relevant Collateral Pool, and the marked to market value of the relevant Placed Secured Securities, on such periodic basis as is specified in the applicable Final Terms;

"**Eligible Collateral**" means, in respect of any series of Collateral Asset Linked Securities and the related Collateral Pool, the Reference Collateral Assets and the MTM Adjustable Assets specified in the applicable Final Terms;

"**Enforcement Expenses**" means all amounts due to the Collateral Agent and/or any appointee thereof; including any costs, expenses and taxes incurred in connection with the realisation of, or enforcement with respect to, the MTM Adjustable Assets in the Collateral Pool and the distribution of such proceeds, the delivery of the Reference Collateral Assets to the Holders of the Secured Securities and any other unpaid amounts payable to the Collateral Agent under the Agency Agreement;

"**Final Security Value**" means, in respect of a Secured Security, a pro rata share of the marked-to-market value of the portion of the Option that relates to Placed Secured Securities, as determined for the purposes of Collateral Security Condition 3.2 as at the Collateral Valuation Date immediately prior to the Enforcement Event;

"**Realisation Amount**" means the net realisation proceeds of the MTM Adjustable Assets following payment in full of all Enforcement Expenses; and

"**Securities Value**" means sum of the marked-to-market values of the portion of the Option that relates to Placed Secured Securities secured by the relevant Collateral Pool.

"**Security Termination Amount**" means the Security MTM Termination Amount.

9.3 The following additional definitions shall apply to Collateral Asset Linked Securities:

"**Collateral Asset Default Date**" means the date on which it is determined in accordance with Collateral Security Condition 7.2 that a Collateral Asset Default has occurred;

"**Distributor**" means the party specified as such in the applicable Final Terms;

"**Initial Posting Date**" has the meaning given to it in respect of the relevant series of Secured Securities in the Final Terms;

"**MTM Adjustable Assets**" means assets which may comprise bonds or notes listed on a regulated market, shares listed on a regulated market, shares, notes or other interests in a Collective Investment Scheme and/or other assets of the type or types specified as such in the applicable Final Terms and which are specified in the applicable Final Terms to be MTM Adjustable Assets for the relevant Collateral Pool;

"**MTM Collateralisation Element**" means the holding of MTM Adjustable Assets by the Issuer in the Collateral Account in order to collateralise the marked to market value of the portion of the Option which relates to the Placed Secured Securities;

"**MTM Security Enforcement Proceeds**" means the net proceeds of realisation of, or enforcement with respect to, the MTM Adjustable Assets in a Collateral Pool;

"**Nominal Value Collateralisation Element**" means the holding of the Reference Collateral Assets by the Issuer in the Collateral Account in order to collateralise the Notional Amount of the Placed Secured Securities;

"**Option**" means the option entered into by the Issuer with an Affiliate of BNP Paribas in order to hedge the Issuer's obligations to pay Scheduled Underlying Reference Linked Payments in respect of the Secured Securities;

"**Realisation Proceeds**" means the remaining proceeds from the realisation of the MTM Adjustable Assets in a Collateral Pool following payment of all amounts due to the Collateral Agent and/or any agent appointed by it

to assist in the enforcement of the Pledge(s) and realisation of the MTM Adjustable Assets, including any Enforcement Expenses;

"**Realisation Proceeds Share**" means in respect of a Secured Security, such Secured Security's pro rata share of the Realisation Proceeds;

"**Reference Collateral Assets**" means assets which may comprise bonds or notes listed on a regulated market, government bonds, shares listed on a regulated market, shares, units or other interests in a Collective Investment Scheme and/or other assets of the type or types specified as such in the applicable Final Terms and which are specified in the applicable Final Terms as the Reference Collateral Assets for the relevant Collateral Pool;

"**Reference Collateral Asset Issuer**" means the issuer of the Reference Collateral Assets, as specified in the applicable Final Terms;

"**Reference Collateral Event Cash Settlement Amount**" means an amount in the Settlement Currency equal to each Placed Secured Securities' pro rata share of an amount equal to the marked to market value, on the Collateral Asset Default Determination Date, of the Option, as determined by the Calculation Agent;

"**Reference Delivery Amount**" means, in respect of each Placed Secured Security, a nominal amount of Reference Collateral Assets equal to the Notional Amount of such Placed Secured Security or such other amount specified in the applicable Final Terms;

"**Restructuring**" means the occurrence of any one or more of the following events with respect to the Reference Collateral Assets:

(i) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;

(ii) a postponement or other deferral of a date or dates for the payment of principal or premium;

(iii) a change in the ranking in priority of payment of the Reference Collateral Assets causing the subordination of the Reference Collateral Assets to any other obligation under which the Reference Collateral Asset Issuer is an obligor; or

(iv) any change in the currency or composition of any payment of principal under the Reference Collateral Assets,

provided that, in the case of each of (i) to (iv) above:

(A) such event is not due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and

(B) such event directly or indirectly results from a deterioration in the creditworthiness or financial condition of the Reference Collateral Asset Issuer;

"**Scheduled Underlying Reference Linked Payment**" means any Premium Amount and/or any other amount specified as such in the applicable Final Terms;

"**Security MTM Termination Amount**" means, in respect of a Secured Security, the Realisation Proceeds Share applicable to such Secured Security or such other amount specified in the applicable Final Terms; and

"**Undeliverable Reference Collateral Assets**" means any Reference Collateral Assets which the Collateral Agent is unable to deliver in accordance with Collateral Security Condition 3.6 due to the occurrence of a Collateral Settlement Description Event.

**10. Exercise Rights (Warrants)**

10.1 The first paragraph of W&C Security Condition 24.2 shall not apply and shall be replaced with the following:

"If the Warrants are Cash Settled Warrants, each such Warrant or, if Units are specified in the applicable Final Terms, each Unit entitles its Holder, upon due exercise and subject, in the case of Warrants represented by a Clearing System Global Warrant, other than a Rule 144A Global Warrant, or a Registered Warrant, to certification as to non-U.S. beneficial ownership, and, in the case of Warrants represented by Rule 144A Global Warrants and Private Placement Definitive Warrants, to such certifications as to compliance with U.S. securities laws as the Issuer shall require or as shall be set out in the applicable Final Terms, to receive from the Issuer on the Settlement Date (provided that no Enforcement Event has occurred) the Cash Settlement Amount."

10.2 The first paragraph of W&C Security Condition 24.3 (Physical Settlement) shall not apply and shall be replaced with the following:

"If the Warrants are Physical Delivery Warrants, each such Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, entitles its Holder, upon due exercise and subject, in the case of Warrants, represented by a Clearing System Global Warrant or a Registered Warrant, to certification as to non-U.S. beneficial ownership, to receive from the Issuer on the Settlement Date (provided no Enforcement Event has occurred) the Entitlement subject to payment of the relevant Exercise Price and any other sums payable. The method of delivery of the Entitlement is set out in the applicable Final Terms."

**11. Redemption (Certificates)**

W&C Security Condition 34.1-34.8 (inclusive) will not apply.

11.1 General

Unless the Certificates are Exercisable Certificates, subject as provided in these Terms and Conditions, provided no Enforcement Event has occurred, each Certificate (other than a Credit Certificate or Collateral Security Credit Certificate) will be redeemed by the Issuer:

(a) in the case of a Cash Settled Certificate, by payment of the Cash Settlement Amount; or

(b) in the case of a Physical Delivery Certificate, subject as provided in W&C Security Conditions 5 and 35, by delivery of the Entitlement,

such redemption to occur in either case, subject as provided below, on the date falling on the fifth Business Day following the Valuation Date, unless specified otherwise in the applicable Final Terms (the "**Redemption Date**"). If (i) the date for payment of any amount in respect of the Certificates is not a Business Day, the holder thereof shall not be entitled to payment until the next following Business Day and shall not be entitled to any further payment in respect of such delay or (ii) the date for delivery of any Entitlement in respect of the Certificates is not a Settlement Business Day (as defined in W&C Security Condition 5.1), the Holder thereof shall not be entitled to delivery of the Entitlement until the next following Settlement Business Day.

The Certificates may also be subject to automatic early redemption upon the occurrence of an Automatic Early Redemption Event, as defined in and in accordance with the provisions of W&C Security Condition 34.9 if specified in the applicable Final Terms.

11.2 Credit Certificates and Collateral Security Credit Certificates

Subject as provided in these Terms and Conditions and as specified in the applicable Final Terms and provided no Enforcement Event has occurred, each Credit Certificate and Collateral Security Credit Certificate will be redeemed by the Issuer by payment of the Cash Settlement Amount such redemption to occur on the Redemption Date specified in the applicable Final Terms subject as provided in Annex 12 (Additional Terms and Conditions for Credit Securities) and, in the case of Collateral Security Credit Certificates, Collateral Security Condition 8. If the date for payment of any amount in respect of the Certificates is not a Business Day, the holder thereof shall not be entitled to payment until the next following Business Day and shall not be entitled to any payment in respect of such delay.

11.3 Issuer Call Option

If Issuer Call Option is specified in the applicable Final Terms, the Issuer may, provided no Enforcement Event has occurred and having given:

(a) except in the case of Certificates represented by Private Placement Definitive Certificates and Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, not less than the minimum notice period nor more than the maximum notice period specified in the applicable Final Terms (the "**Notice Period**") notice to the Holders in accordance with W&C Security Condition 10 and, in the case of Certificates represented by Private Placement Definitive Certificates and Certificates represented by a Rule 144A Global Certificate held by a Custodian on behalf of DTC, not less than 30 nor more than 45 days' notice to the Holders in accordance with W&C Security Condition 10; and

(b) not less than 15 days (or such Notice Period specified in the applicable Final Terms) before the giving of the notice referred to in (i), notice to the relevant Security Agent or, in the case of CREST Dematerialised Certificates, not less than 45 days' notice to the Euroclear Registrar,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Certificates then outstanding on any date fixed for redemption as specified in the applicable Final Terms (an "**Optional Redemption Date**") and at an amount (the "**Optional Redemption Amount**") specified in, or determined on the date (the "**Optional Redemption Valuation Date**") and in the manner specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

In the case of a partial redemption of Certificates (other than CREST Dematerialised Certificates), the rights of Holders of Certificates represented by a Global Security, or Holders of Italian Dematerialised Certificates, Swedish Dematerialised Securities, Danish Dematerialised Securities or Finnish Dematerialised Securities will be governed by the standard procedures of Euroclear, Clearstream Luxembourg, Euroclear France, DTC, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland, as applicable, or any relevant Clearing System (as the case may be). With respect to Certificates represented by Private Placement Definitive Certificates, the Definitive Security Agent will select the Certificates to be redeemed individually by lot, not more than 45 days prior to the date fixed for redemption, and give notice to Holders, in accordance with Condition 10, of the serial numbers of the Certificates to be redeemed not less than 15 days prior to the date fixed for redemption. Private Placement Definitive Certificates may only be redeemed in minimum amounts of U.S.$250,000 or more, and the remaining unredeemed portion thereof must be at least U.S.$250,000. So long as the Securities are listed on the official list of Euronext Paris ("**Euronext Paris**") and admitted to trading on the regulated market of Euronext Paris and the rules of that stock exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Certificates, cause to be published on the website of Euronext Paris (www.euronext.com) a notice specifying the aggregate nominal amount of Certificates outstanding. In the case of a partial redemption of CREST Dematerialised Certificates, the notice

to Holders referred to in this Condition 34.3 shall specify any procedures for partial redemption laid down in the then applicable Uncertificated Securities Regulations.

11.4 Holder Put Option

If Holder Put Option is specified in the applicable Final Terms, upon the Holder of any Certificate giving to the Issuer not less than the minimum notice period nor more than the maximum notice period notice specified in the applicable Final Terms (the "**Notice Period**")) the Issuer will, upon the expiry of such notice and provided no Enforcement Event has occurred, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), such Certificate on any date fixed for redemption as specified in the applicable Final Terms (an "**Optional Redemption Date**") and at an amount (the "**Optional Redemption Amount**") specified in, or determined on the date (the "**Optional Redemption Valuation Date**") and in the manner specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date (each date and amount as specified in the applicable Final Terms). If Put Payout 2210 or 2300 is specified as applicable in the applicable Final Terms, the Optional Redemption Amount shall be Put Payout 2210 or Put Payout 2300, as applicable. If the product of Put Payout 2210 or Put Payout 2300, as the case may be is zero, no amount shall be payable on redemption of such Certificate.

If the Certificate is held outside DTC, Euroclear and Clearstream, Luxembourg, Euroclear France and/or any other relevant Clearing System, other than in the case of CREST Dematerialised Certificates to exercise the right to require redemption of the Certificate the Holder of the Certificate must deliver at the specified office of any Security Agent or the Registrar at any time during normal business hours of such Registrar or Security Agent falling within the Notice Period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Security Agent (a "**Put Notice**") and in which the Holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Collateral Security Condition 11.4, accompanied by the Certificate or evidence satisfactory to the Security Agent concerned that the Certificate will, following delivery of the Put Notice, be held to its order or under its control in a manner reasonably satisfactory to the Security Agent concerned. If the Certificates are CREST Dematerialised Certificates, to exercise the right to require redemption of the Certificate, the Holder of the Certificate must, not less than 30 nor more than 60 days before the Optional Redemption Date, deposit with the Euroclear Registrar a duly completed Put Notice in the form obtainable from the Euroclear Registrar and in accordance with the Uncertificated Securities Regulations. If the Certificate is held through DTC, Euroclear or Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System, to exercise the right to require redemption of the Certificate the Holder of the Certificate must, within the Notice Period, give notice to the Security Agent concerned of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System or any common depositary for them to the Security Agent by electronic means) in a form acceptable to DTC, Euroclear and Clearstream, Luxembourg, Euroclear France, Monte Titoli, Euroclear Sweden, VP Denmark, Euroclear Finland and/or any other relevant Clearing System from time to time and, if the Certificate is represented by a Global Certificate, at the same time present or procure the presentation of the relevant Global Certificate to the relevant Security Agent for notation accordingly. In the case of Finnish Dematerialised Certificates, in order to exercise this option the Holder must transfer or procure the transfer of the relevant Certificates have been transferred to the account designed by the Finnish Security Agent and procure that such account is blocked for further transfer on or prior to the Optional Redemption Date. Any Put Notice given by a Holder of any Certificate pursuant to this Collateral Security Condition 11.4 shall be irrevocable.

11.5 Redemption in Instalments

If the applicable Final Terms specify that the Certificates are Instalment Certificates, each Certificate will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms.

11.6 Redemption of Partly Paid Certificates

Partly Paid Certificates will be redeemed in accordance with the provisions set out in the applicable Final Terms.

11.7 Exercise of Certificates

If the Certificates are Cash Settled Certificates and Exercise of Certificates is specified as applicable in the applicable Final Terms, provided no Enforcement Event has occurred, the Certificates (such Certificates "Exercisable Certificates") will be automatically exercised on the Exercise Date, or, if Multiple Exercise is specified as applicable in the applicable Final Terms, each Exercise Date subject as provided in the following paragraph and, in the case of Credit Certificates, to the provisions of Annex 12 (Additional Terms and Conditions for Credit Securities) and, in the case of Collateral Security Credit Certificates, Collateral Security Condition 8. Upon automatic exercise each Certificate entitles its Holder to receive from the Issuer the Cash Settlement Amount on the Redemption Date or, if Multiple Exercise is specified as applicable in the applicable Final Terms, the relevant Exercise Settlement Date.

If the Certificates are Italian Listed Certificates, prior to the Renouncement Notice Cut-off Time, as specified in the applicable Final Terms, on an Exercise Date, the Holder of a Certificate may renounce automatic exercise of such Certificate by the delivery or sending by fax of a duly completed Renouncement Notice (a "**Renouncement Notice**") in the form set out in the applicable Final Terms to the Italian Security Agent. Once delivered a Renouncement Notice shall be irrevocable. Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by the Italian Security Agent (in consultation with Monte Titoli) and shall be conclusive and binding on the Issuer, the Guarantor, if applicable, the Security Agents and the relevant Holder. Subject as set out below, any Renouncement Notice so determined to be incomplete or not in proper form shall be null and void. If such Renouncement Notice is subsequently corrected to the satisfaction of the Italian Security Agent, it shall be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the Italian Security Agent.

11.8 Open End Certificates

If "Open End" is specified as applicable in the relevant Final Terms, the Redemption Date of such Open End Certificates will, notwithstanding any provision to the contrary, be the date falling (5) five Business Days after the relevant Averaging Date, Observation Date, Strike Date or, as applicable, Valuation Date determined by the Issuer in its sole discretion, provided that the relevant Averaging Date, Observation Date, Strike Date or Valuation Date so-determined by the Issuer is notified to the Holders at the latest ten (10) Business Days prior to the contemplated date in accordance with W&C Security Condition 10.

If a Certificate is an Open End Certificate, "Knock-in Event" and "Knock-out Event" may not be specified as applicable in the relevant Final Terms in respect of such Certificate.

**12. Payments (Certificates)**

W&C Security Condition 35.1 shall not apply. Except in the case of CREST Dematerialised Certificates, Registered Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates, Finnish Dematerialised Certificates and subject as provided below, the Issuer shall pay or cause to be paid the Cash Settlement Amount or the relevant amount (if any) payable under the Credit Security Conditions (or in the case of Instalment Certificates, each Instalment Amount) or Security Realised Amount and an amount equal to the

Shortfall (if any) for each Certificate by credit or transfer to the Holder's account with the relevant Clearing System or the Definitive Security Agent, as the case may be (in the case of English Law Certificates other than CREST Dematerialised Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates, Finnish Dematerialised Certificates and Certificates held through Euroclear France ("**Euroclear France Certificates**") or with the relevant Account Holder (in the case of Euroclear France Certificates)) for value on the Redemption Date (or (a) in the case of Instalment Certificates, on the relevant Instalment Date; or (b) if Multiple Exercise is specified as applicable in the applicable Final Terms, on the relevant Exercise Settlement Date) less any Expenses, such payment to be made in accordance with the rules of such Clearing System or the Definitive Security Agent, as the case may be or Account Holder. Payment of any Shortfall by the Guarantor (if any) shall be made in the same manner as the Security Realised Amount is paid by, or on behalf of, the Issuer.

Except in the case of CREST Dematerialised Certificates, Registered Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates, and Finnish Dematerialised Certificates where the Certificates pay interest, subject as provided below, the Issuer shall pay or cause to be paid the Interest Amount for each Certificate in respect of each Interest Payment Date by credit or transfer to the Holder's account with the relevant Clearing System or in the case of Private Placement Definitive Certificates, the office of the Definitive Security Agent, as the case may be, for value on the relevant Interest Payment Date, such payment to be made in accordance with the rules of such Clearing System or the Definitive Security Agent, as the case may be.

Except in the case of CREST Dematerialised Certificates, Registered Certificates, Swedish Dematerialised Certificates, Danish Dematerialised Certificates, and Finnish Dematerialised Certificates, the Issuer or the Guarantor will be discharged by payment to, or to the order of, the relevant Clearing System or the Definitive Security Agent, as the case may be, or, as the case may be, the relevant Account Holder, in respect of the amount so paid. Each of the persons shown in the records of the relevant Clearing System or the Definitive Security Agent, as the case may be, or whose name appears in the account of the relevant Account Holder (in the case of Euroclear France Certificates) as the holder of a particular amount of the Certificates must look solely to the relevant Clearing System or the Definitive Security Agent, as the case may be, or, as the case may be, the relevant Account Holder for his share of each such payment so made to, or to the order of, such Clearing System or the Definitive Security Agent, as the case may be or Account Holder.

In the case of OET Certificates, the Issuer shall confirm to the Principal Security Agent and to the relevant Account Holders (in the case of OET Certificates held through Euroclear France) or Euroclear and Clearstream, Luxembourg (in the case of OET Certificates held through Euroclear or Clearstream, Luxembourg), the Cash Settlement Amount to be paid in respect of each OET Certificate.

In the case of Private Placement Definitive Certificates only, if a Holder has given wire transfer instructions to the Issuer and Definitive Security Agent, the Issuer will make all payments in accordance with those instructions.

In the case of CREST Dematerialised Certificates and subject as provided below, the Euroclear Registrar shall pay or cause to be paid the Cash Settlement Amount (if any), the relevant amount (if any) payable under the Credit Security Conditions, Instalment Amount (if any), Security Realised Amount, Shortfall, and the Interest Amount (if any) in respect of CREST Dematerialised Certificates to the relevant Holder's cash account (as shown in the records of the Operator), such payment to be made in accordance with the rules of the Operator. Payments in respect of CREST Dematerialised Certificates will be discharged by payment (as shown in the records of the Operator) to the cash account of the relevant Holder.

In the case of Registered Certificates, the Issuer shall pay or cause to be paid the Cash Settlement Amount or the relevant amount (if any) payable under the Credit Security Conditions (or in the case of Instalment

Amount, each Instalment Amount) or Security Realised Amount and an amount equal to the Shortfall (if any) in respect of each Registered Certificate (whether or not in global form) against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Certificate at the specified office of the Registrar or any of the Security Agents by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Certificate appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date (the "**Record Date**"). Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the amount of the Certificates held by a holder is less than U.S.$250,000 (or integral multiples of U.S.$1,000 in excess thereof) (or its approximate equivalent in any other Settlement Currency), payment will instead be made by a cheque in the Settlement Currency drawn on a Designated Bank (as defined below). For these purposes, "**Designated Account**" means the account maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means (in the case of payment in a Settlement Currency other than euro) a bank in the principal financial centre of the country of such Settlement Currency and (in the case of a payment in euro) any bank which processes payments in euro. Payment of any Shortfall by the Guarantor (if any) shall be made in the same manner as the Security Realised Amount is paid by, or on behalf of, the Issuer.

In the case of Registered Certificates and where the Certificates pay interest, the Issuer shall pay or cause to be paid the Interest Amount (other than the final Interest Amount) in respect of each Registered Certificate (whether or not in global form) by a cheque in the Settlement Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Certificate appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the Record Date at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Certificate, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) in respect of the Registered Certificates which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the Interest Amount due in respect of each Registered Certificate on redemption will be made in the same manner as payment of the Cash Settlement Amount of such Registered Certificate.

Holders of Registered Certificates will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Certificate as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar/relevant Security Agent in respect of any payments of principal or interest in respect of the Registered Certificates.

None of the Issuer, the Guarantor (if applicable), the Collateral Agent or any of the Security Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Certificates or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

A record of each payment made on such Registered Global Certificate, distinguishing between any payment of the Cash Settlement Amount and any Interest Amount, will be made on such Registered Global Certificate by the Registrar to which such Registered Global Certificate is presented for the purpose of making such payment, and such record shall be prima facie evidence that the payment in question has been made.

The holder of the relevant Registered Global Certificate shall be the only person entitled to receive payments in respect of Registered Certificates represented by such Registered Global Certificate and the payment obligations of the Issuer or the Guarantor (if any) will be discharged by payment to, or to the order of, the holder of such Registered Global Certificate in respect of each amount so paid. Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, as the holder of a particular amount of Certificates must look solely to Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of the relevant Registered Global Certificate. No person other than the holder of the relevant Registered Global Certificate shall have any claim against the Issuer or the Guarantor (if any) in respect of any payments due on that Registered Global Certificate.

In the case of Swedish Dematerialised Certificates, payment of the Cash Settlement Amount (if any) (or in the case of Instalment Certificates, each Instalment Amount) or the relevant redemption amount (if any) payable under the Credit Security Conditions, Security Realised Amount, Shortfall and Interest Amount (if any) will be made to persons registered as Holders in the register maintained by Euroclear Sweden, in the case of Swedish Dematerialised Certificates issued in nominal, on the fifth Business Day, or in the case of Swedish Dematerialised Certificates issued in units, the fourth Business Day immediately prior to the Redemption Date (or in the case of Instalment Certificates, Instalment Date) or Interest Payment Date, as the case may be (the "**Payment Date**") or the date on which the Enforcement Event occurred (the "**Swedish Record Date**"). The Swedish Security Agent will pay the relevant amount through Euroclear Sweden to each Holder appearing in the Euroclear Sweden Register on the Swedish Record Date on the Payment Date or on the relevant date on which the Security Realised Amount is paid in accordance with these Collateral Security Conditions.

In the case of Finnish Dematerialised Certificates, payment of the Cash Settlement Amount (if any) (or in the case of Instalment Certificates, each Instalment Amount) or the relevant amount (if any) payable under the Credit Security Conditions, Security Realised Amount, Shortfall and Interest Amount (if any) will be made to persons registered as Holders in the register maintained by Euroclear Finland, in the case of Finnish Dematerialised Certificates issued in nominal, on the Business Day preceding the Redemption Date (or in the case of Instalment Certificates, Instalment Date) or Interest Payment Date, as the case may be (the "**Finnish Payment Date**"), or in the case of Finnish Dematerialised Certificates issued in units, on the fifth trading day following the Redemption Valuation Date (both referred to as the "**Finnish Record Date**"). The Finnish Security Agent will pay the relevant amount to each Holder appearing in the Euroclear Finland Register on the Finnish Record Date, in the case of Finnish Dematerialised Certificates issued in nominal, on the Finnish Payment Date (being the first Business Day following the Finnish Record Date), or, in the case of Finnish Dematerialised Certificates issued in units, on the third Business Day following the Finnish Record Date, or on the occurrence of an Enforcement Event, in accordance with the rules and regulations of Euroclear Finland. In the event of late payment not due to an event or circumstance mentioned below in this paragraph, penalty interest will be payable on the overdue amount from the due date for payment thereof up to and including the date on which payment is made at an interest rate corresponding to, in the case of Helsinki Business Day, EURIBOR (or any other interbank offered rate applicable in Helsinki) increased by one percentage point. Interest will not be capitalized. Where the Issuer, the Guarantor, if any, or any Security Agent, due to any legal enactment (domestic or foreign), the intervention of a public authority (domestic or foreign), an act of war, strike, blockade, boycott, lockout or any other similar event or circumstance, is prevented from effecting payment, such payment may be postponed until the time the event or circumstance impeding payment has ceased, with no obligation to pay penalty interest. The provisions in this paragraph shall apply to the extent

that nothing to the contrary follows from applicable provisions specified in the applicable Final Terms, or from the provisions of the Finnish Act on the Book-Entry System and Clearing (Fin. *laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (749/2012)) and the Finnish Act on Book-Entry Accounts (Fin. laki arvo-osuustileistä (827/1991)).

In the case of Danish Dematerialised Certificates, payment of the Cash Settlement Amount (if any) (or in the case of Instalment Certificates, each Instalment Amount) or the relevant amount (if any) payable under the Credit Security Conditions Security Realised Amount, Shortfall and Interest Amount (if any) will be made to persons registered as Holders in the register maintained by VP Denmark, in the case of Danish Dematerialised Certificates issued in nominal, on the fifth Business Day, or in the case of Danish Dematerialised Certificates issued in units, the fourth Business Day immediately prior to the Redemption Date (or in the case of Instalment Certificates, Instalment Date) or Interest Payment, as the case may be (the "**Danish Payment Date**") or the date on which the Enforcement Event occurred (the "**Danish Record Date**".) The Danish Security Agent will pay the relevant amount through VP Denmark to each Holder appearing in the VP Denmark Register on the Danish Record Date on the Danish Payment Date or on the relevant date on which the Security Realised Amount is paid in accordance with these Collateral Security Conditions.

If the determination of any amount in respect of interest or premium amount due in respect of the Certificates on an Interest Payment Date or Premium Amount Payment Date (such date a "**Scheduled Payment Date**") is calculated by reference to the valuation of one or more Underlying Reference(s) and the date (or final date, as the case may be) for such valuation is postponed or delayed as provided in the Terms and Conditions to a date (such date the "**Delayed Date**") falling less than two Business Days preceding such Scheduled Payment Date, notwithstanding any provision to the contrary in the Terms and Conditions such Interest Payment Date or Premium Amount Payment Date, as the case may be, shall be postponed to the day falling two Business Days following such Delayed Date and no interest, premium or other amount shall be payable on the Certificates in respect of such delay.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment.

## ANNEX TO THE ADDITIONAL TERMS AND CONDITIONS FOR SECURED SECURITIES

## ELIGIBLE COLLATERAL ANNEX

This Eligible Collateral Annex applies where either Part A or Part B or Part C of Annex 13 (Additional Terms and Conditions for Secured Securities) applies to the relevant Secured Securities. The Eligible Collateral in respect of a Series of Secured Securities may consist of the following, or any combination of the following, types of assets described below.

1. ELIGIBLE CASH

"**Eligible Cash**" being cash in Euro or any other Eligible Currency (as specified in the applicable Final Terms).

2. EQUITY ELIGIBILITY CRITERIA

"**Eligible Equity Collateral**" may include any one (or combination) of the following:

(a) common shares or stock;

(b) preference shares or stock;

(c) convertible common shares or stock;

(d) convertible preference shares or stock;

(e) American depositary receipts ("**ADRs**");

(f) global depositary receipts ("**GDRs**");

(g) warrants, or

(h) any other type of asset which represents a share of an equity interest in an entity,

(each type of asset, an "**Equity Collateral Security**" and together, the "**Equity Collateral Securities**").

In order to constitute Eligible Equity Collateral, the relevant asset (i) must be an Equity Collateral Security, (ii) may be listed on a regulated market or an equivalent thereto and (iii) may or may not confer voting rights on the holder thereof.

The relevant Final Terms may specify further details of the issuer of the Eligible Equity Collateral and where relevant details of any particular Equity Collateral Security which is to constitute Eligible Collateral in respect of the relevant Collateral Pool.

3. DEBT ELIGIBILITY CRITERIA

"**Eligible Debt Collateral**" may include any one (or combination) of the following:

(a) bonds, notes, commercial paper, deposits or certificates issued by a corporate, bank or other financial institution, government, governmental agency, municipal entity or supranational entity whose interest and/or principal payments may be linked to the performance of any underlying factor ("**Linked Note Collateral**");

(b) bonds, notes, commercial paper, deposits or certificates issued by a corporate, bank or other financial institution whose interest and/or principal payments may be linked to the creditworthiness of a single reference entity or a basket of reference entities ("**Credit Linked Note Collateral**");

(c) bonds or notes linked to the issuer's participation in a portion of one or more outstanding commercial loans ("**Loan Participation Note Collateral**");

(d) participation or rights in respect of one or more commercial loans ("**Loan Collateral**");

(e) bonds (i) convertible, at the option of the holder or otherwise, into shares in the issuing company ("**Convertible Bond Collateral**") or (ii) exchangeable, at the option of the holder or otherwise, into shares in another specified company ("**Exchangeable Bond Collateral**");

(f) bonds issued by a bank or institution that provides recourse to the issuing entity's assets as well as to a pool of mortgages or public sector assets protected from the insolvency of the issuing institution ("**Covered Bond Collateral**");

(g) Covered Bond Collateral issued by a German mortgage bank or public sector bank ("**Pfandbriefe Collateral**"); or

(h) bonds, notes, commercial paper, deposits or certificates issued by a corporate, bank or other financial institution, government, governmental agency, municipal entity or supranational entity not bearing interest, having a principal repayment obligation equal to the face amount of such bond, note, commercial paper, deposit or certificate ("**Zero Coupon Bond Collateral**"); or

(i) bonds, notes, commercial paper, deposits or certificates issued by a corporate, bank or other financial institution, government, governmental agency, municipal entity or supranational entity bearing a fixed or floating rate of interest, having a principal repayment obligation equal to the face amount of such bond, note, commercial paper, deposit or certificate and which are not Linked Note Collateral, Credit Linked Note Collateral, Loan Participation Note Collateral, Loan Collateral, Convertible Bond Collateral, Exchangeable Bond Collateral, Covered Bond Collateral, Pfandbriefe Collateral or Zero Coupon Bond Collateral ("**Vanilla Debt Securities**"); or

(each type of asset, a "**Debt Collateral Security**" and together, the "**Debt Collateral Securities**").

In order to constitute Eligible Debt Collateral, the relevant asset (i) must be a Debt Collateral Security, (ii) may not be an Asset Backed Security, (iii) may be listed and (iv) may be secured or unsecured.

The relevant Final Terms may specify further details of the issuer of the Eligible Debt Collateral and where relevant details of any particular Debt Collateral Security which is to constitute Eligible Collateral in respect of the relevant Collateral Pool.

4. ABS ELIGIBILITY CRITERIA

"**Eligible ABS Collateral**" may include any one (or combination) of the following types of assets:

Any Debt Collateral Security which has the following characteristics:

(a) the timing and/or amount of payments of interest and/or repayment of principal depend on the cash flow from a financial asset or a pool of financial assets (including one or more loans); or

(b) payments of interest and/or repayment of principal are linked, directly or indirectly, to the credit of one or more obligors and/or value and/or price performance and/or cash flow of a financial asset or a pool of financial assets,

and, in each case, by its terms may pay an amount in cash to its holder within a finite time period, and/or with such other rights or assets designed to assure the servicing or timely distribution of proceeds to holders of such Debt Security, (each type of asset, an "**Asset Backed Security**" and together, the "**Asset Backed Securities**").

In order to constitute ABS Collateral, the relevant asset must be an Asset Backed Security that is listed.

The relevant Final Terms may specify further details of the issuer of the Eligible ABS Collateral and where relevant details of any particular Asset Backed Security which is to constitute Eligible Collateral in respect of the relevant Collateral Pool.

5. ELIGIBLE FUND COLLATERAL

"**Eligible Fund Collateral**" may include any one (or combination) of the following:

(a) common shares or stock in a Collective Investment Scheme;

(b) preference shares or stock in a Collective Investment Scheme;

(c) units in a Collective Investment Scheme;

(d) any other type of asset which represents a share, interest or unit in a Collective Investment Scheme; or

(e) any cash standing to the credit of a managed account,

(each type of asset, a "**Fund Collateral Security**" and together, the "**Fund Collateral Securities**").

In order to constitute Eligible Fund Collateral, the relevant asset must be a Fund Collateral Security.

The relevant Final Terms may specify further details of the issuer of the Eligible Fund Collateral and where relevant details of any particular Fund Collateral Security which is to constitute Eligible Collateral in respect of the relevant Collateral Pool.

## ANNEX 14

## ADDITIONAL TERMS AND CONDITIONS FOR PREFERENCE SHARE CERTIFICATES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Certificates specified in the applicable Final Terms as Preference Share Certificates shall comprise terms and conditions of W&C Securities (the "**W&C Security Conditions**") and the additional Terms and Conditions for Preference Share Certificates set out below (the "**Preference Share Certificate Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the W&C Security Conditions and (ii) the Preference Share Certificate Conditions, the W&C Security Conditions shall prevail.

### 1. Definitions

"**Early Preference Share Redemption Date**" means a date upon which the Preference Shares are redeemed prior to their planned maturity, as specified in the relevant Early Redemption Notice.

"**Early Redemption Amount**" means, in respect of each Certificate, an amount in the Settlement Currency calculated by the Calculation Agent on the same basis as the Cash Settlement Amount except that the definition of Preference Share $\text{Value}_{\text{final}}$ shall be the Preference Share Value on the day falling two Business Days before the Early Redemption Date.

"**Early Redemption Certificate Amount**" means, in respect of each Certificate, an amount in the Settlement Currency calculated by the Calculation Agent equal to:

$$\text{Issue Price} \times \frac{\text{Preference Share Value}_{\text{early}}}{\text{Preference Share Value}_{\text{initial}}}$$

where:

"**Preference Share $\text{Value}_{\text{early}}$**" means the Preference Share Value on the Early Preference Share Redemption Date.

"**Early Redemption Date**" means the date selected by the Issuer falling not more than 10 Business Days immediately succeeding the date on which the illegality, force majeure, Potential Adjustment Event, Additional Disruption Event, Optional Additional Disruption Event or Extraordinary Event, as the case may be, occurs.

"**Early Redemption Notice**" means the notice of early redemption given in respect of the Preference Shares.

"**Final Valuation Date**" means the Preference Share Redemption Valuation Date.

"**Initial Valuation Date**" means the Issue Date of the first Tranche of the Certificates or, if the date for valuation of or any determination of the underlying asset or reference basis (or any part thereof) for the Preference Shares falling on or about such day is to be delayed in accordance with the terms and conditions of the Preference Shares by reason of a disruption or adjustment event, the Initial Valuation Date shall be such delayed valuation or determination date(s), all as determined by the Calculation Agent.

"**Preference Share**" means the redeemable Preference Shares specified in the applicable Final Terms issued by BNP Paribas Synergy Limited (the "**Preference Share Issuer**").

"**Preference Share Redemption Valuation Date**" means the date specified as such in the applicable Final Terms or if the date for valuation of or any determination of the underlying asset or reference basis (or any part thereof) for the Preference Shares falling on or about such day is to be delayed in accordance with the terms and conditions of the Preference Shares by reason of a disruption or adjustment event, the Preference Share Redemption Valuation Date shall be such delayed valuation or determination date(s), all as determined by the Calculation Agent.

"**Preference Share Value**" means, in respect of any day, the market value of a Preference Share on such day, at a time prior to any redemption of such Preference Share, as determined by the Calculation Agent in good faith and in a commercially reasonable manner.

"**Redemption Date**" means the Scheduled Redemption Date specified in the applicable Final Terms or if later, the second Business Day immediately following the Preference Share Redemption Valuation Date.

**2. W&C Security Conditions and the Share Security Conditions**

The W&C Security Conditions and the Share Security Conditions as amended below shall apply to the Certificates, save that references to "Share Company", "Share" and "Shares" shall be deemed to be references to "Preference Share Issuer", "Preference Share" and "Preference Shares" respectively.

**3. Amendments to the W&C Security Conditions**

3.1 Condition 12 (Further Issues) shall be deleted and the following substituted therefor:

"**12. FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of Holders to create and issue further Securities so as to be consolidated with and form a single series with the outstanding Securities, provided that, the aggregate nominal value of all further issues of Securities does not exceed the nominal value of the original issue of Securities.".

3.2 If the Issuer redeems the Certificates pursuant to Condition 7.1 (Illegality) or Condition 7.2 (Force Majeure), then, notwithstanding any provision to the contrary in Condition 7.1 (Illegality) or Condition 7.2 (Force Majeure), the Issuer will redeem each Certificate by paying an amount to each Holder in respect of each Certificate held by such Holder equal to the Early Redemption Amount on the Early Redemption Date.

3.3 Condition 15.2 shall be deleted and the following substituted therefor:

"15.2 If an Additional Disruption Event and/or an Optional Additional Disruption Event occurs, the Issuer may (but is not obliged to) on giving notice to the Holders in accordance with Condition 10 redeem all (but not some only) of the Certificates each Certificate being redeemed at the Early Redemption Amount on the Early Redemption Date.".

3.4 Condition 15.3 will not apply to the Certificates.

**4. Amendments to the Share Security Conditions**

4.1 Share Security Condition 1, Share Security Condition 2 and Share Security Condition 5 will not apply to the Certificates.

4.2 Share Security Condition 3 shall be amended by:

(i) the deletion of the last two paragraphs thereof and the substitution of the following therefor:

"Following the declaration by the Preference Share Issuer of the terms of any Potential Adjustment Event, the Issuer may (but is not obliged to) on giving notice to the Holders in accordance with Condition 10 redeem all (but not some only) of the Certificates each Certificate being redeemed at the Early Redemption Amount on the Early Redemption Date."; and

(ii) the deletion of the words ", provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights" in sub-paragraph (f) of the definition of "Potential Adjustment Event".

4.3 Share Security Condition 4 shall be amended by the deletion of Share Security Condition 4.2 and the substitution of the following therefor:

"4.2 Consequences of the occurrence of an Extraordinary Event:

If an Extraordinary Event occurs in relation to a Preference Share, the Issuer may (but is not obliged to) on giving notice to the Holders in accordance with Condition 10 redeem all (but not some only) of the Certificates each Certificate being redeemed at the Early Redemption Amount on the Early Redemption Date.".

4.4 "De-Listing" will not apply to the Certificates.

**5. Early Redemption**

If in the determination of the Calculation Agent the Preference Share Issuer gives an Early Redemption Notice in respect of the Preference Shares, the Issuer shall give notice to Holders in accordance with Condition 10 (save that any such notice delivered to a relevant Clearing System shall be deemed to have been given on the first Business Day following such delivery) and redeem all but not some only of the Certificates, each Certificate being redeemed at the Early Redemption Certificate Amount on the Early Preference Share Redemption Date.

**6. Final Payout**

In the case of Preference Share Certificates, the Final Payout is an amount equal to:

$$\text{Issue Price} \times \frac{\text{Preference Share Value}_{\text{final}}}{\text{Preference Share Value}_{\text{initial}}}$$

where:

"**Preference Share Value$_{\text{final}}$**" means the Preference Share Value on the Final Valuation Date; and

"**Preference Share Value$_{\text{initial}}$**" means the Preference Share Value on the Initial Valuation Date.

**7. Calculations and Determinations**

The Calculation Agent will make the calculations and determinations as described in the Conditions of the Certificates in such a manner as the Calculation Agent determines is appropriate acting in good faith and in a commercially reasonable manner (having regard in each case to the criteria stipulated in the Conditions and the hedging arrangements in respect of the Certificates).

Notwithstanding that certain calculations, determinations and adjustments in the terms and conditions of the Certificates may be expressed to be on a certain date, the Calculation Agent may make such calculations,

determinations and adjustments in respect of that date on a date after that date determined by it in its discretion.

Pursuant to the Conditions the Calculation Agent has a number of discretions. These are necessary since certain circumstances or the occurrence of certain events in respect of the Certificates and the Preference Shares may materially affect the cost to the Issuer and/or its Affiliates of maintaining the Certificates and/or the Preference Shares or hedging arrangements for the Certificates or the Preference Shares, in each case before and after the occurrence of such event in a way which has not been reflected in the pricing of the Certificates or the Preference Shares. In addition, certain circumstances may arise where it is not reasonably practicable or otherwise not appropriate for certain valuations to be carried out in relation to relevant reference assets and in these circumstances the Calculation Agent also may exercise certain discretions.

## ANNEX TO THE ADDITIONAL TERMS AND CONDITIONS FOR PREFERENCE SHARE CERTIFICATES

## DESCRIPTION OF THE PREFERENCE SHARE ISSUER AND THE PREFERENCE SHARES

The following is a summary description of the Preference Share Issuer and the Preference Shares.

**BNP Paribas Synergy Limited (the "Preference Share Issuer")**

The Preference Share Issuer is a private company limited by shares and was incorporated under the Companies Act 2006 on 01 February 1989 (with registered number 02342280). The Preference Share Issuer has its registered office at 10 Harewood Avenue, London, NW1 6AA, United Kingdom.

A copy of the Preference Share Issuer 's constitutional documents, its audited, non-consolidated annual financial statements, when published, and the Terms of the Preference Shares (as defined below) are available (free of charge) from the registered office of the Preference Share Issuer.

The sole business activity of the Preference Share Issuer is to issue redeemable preference shares. Accordingly, the Preference Share Issuer does not have any trading assets and does not generate any significant net income.

**The Preference Shares**

The Preference Share Issuer may issue redeemable preference shares of any kind, including but not limited to preference shares linked to a specified index or basket of indices, share or basket of shares, currency or basket of currencies, debt instrument or basket of debt instruments, commodity or basket of commodities or to such other underlying instruments, bases of reference or factors (the "**Preference Share Underlying**") and on such terms as may be determined by the Preference Share Issuer and specified in the applicable specific terms and conditions of the relevant series of preference shares (the "**Terms of the Preference Shares**").

Each Preference Share will be issued at GBP1.00.

The performance of the Preference Shares depends on the performance of the Preference Share Underlying to which the Preference Shares are linked. In determining the value of the Preference Shares, the Preference Share Calculation Agent shall employ the calculation procedure and methodology set out in the applicable Terms of the Preference Shares.

The value of the Preference Shares will be published on an internationally recognised published or electronically displayed price source, as specified in the applicable Final Terms.

## ANNEX 15

## ADDITIONAL TERMS AND CONDITIONS FOR OET CERTIFICATES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Certificates specified in the applicable Final Terms as OET Certificates shall comprise the terms and conditions of W&C Securities (the "**W&C Security Conditions**") and the additional Terms and Conditions for OET Certificates set out below (the "**OET Certificate Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the W&C Security Conditions and (ii) the OET Certificate Conditions, the OET Certificate Conditions shall prevail.

### 1. Definitions

"**Automatic Early Redemption Amount**" means an amount in the Settlement Currency equal to the Automatic Early Redemption Payout set out in the applicable Final Terms. If the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Certificate pursuant to OET Certificate Condition 2.

The Automatic Early Redemption Amount shall be rounded to the nearest sub-unit of the relevant Settlement Currency half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention;

"**Automatic Early Redemption Event**" means that, as determined by the Calculation Agent, at the Observation Time(s) on an Automatic Early Redemption Valuation Date (the "**Relevant Automatic Early Redemption Valuation Date**"):

(a) with respect to an OET Call Certificate, the Observation Price is less than or equal to the applicable Security Threshold; or

(b) with respect to an OET Put Certificate, the Observation Price is greater than or equal to the applicable Security Threshold;

"**Automatic Early Redemption Valuation Date**" means each Relevant Business Day from (and including) the Issue Date (notwithstanding the occurrence of (in the case of Index OET Certificates, Share OET Certificates, ETI OET Certificates or Currency OET Certificates) a Disrupted Day, (in the case of Commodity OET Certificates, a Commodity Disrupted Day or (otherwise) a Market Disruption Event);

"**Capitalised Exercise Price**" or "**$CEP_t$**" means, in respect of a calendar day ($day_t$), an amount calculated as follows and rounded upwards or downwards in accordance with the Capitalised Exercise Price Rounding Rule specified in the applicable Final Terms:

$$CEP_t = CEP_{t-1} * (1 + \text{Financing Rate}_{t-1})^{1/360}$$

Except that:

(a) with respect to Share OET Certificates, ETI OET Certificates and Index OET Certificates (where dividends on the Index Shares (as defined below) are not reinvested in the relevant Index), and where $day_t$ is an Ex-Dividend Date, the Capitalised Exercise Price will be calculated as follows and rounded upwards or downwards in accordance with the Capitalised Exercise Price Rounding Rule specified in the applicable Final Terms:

$$CEP_t = CEP_{t-1} * (1 + \text{Financing Rate}_{t-1})^{1/360} - \text{Dividend Adjustment Amount}$$

(b) with respect to Rolling Futures Contract Securities, and where $day_t$ is a Futures Rollover Date, the Capitalised Exercise Price will be calculated as follows and rounded upwards or downwards in accordance with the Capitalised Exercise Price Rounding Rule specified in the applicable Final Terms:

$$CEP_t = CEP_{t-1} * (1 + \text{Financing Rate}_{t-1})^{1/360} + \text{Futures Rollover Adjustment Amount}$$

for the purposes of this definition:

"**$CEP_{t-1}$**" means the Capitalised Exercise Price applicable on $day_{t-1}$, provided that the Capitalised Exercise Price applicable on the Issue Date shall be equal to the Exercise Price;

"**Dividend Adjustment Amount**" means, in respect of an Ex-Dividend Date, an amount determined by the Calculation Agent equal to:

(a) with respect to OET Call Certificates, (i) the sum of the cash dividends and/or other cash distributions payable in respect of the relevant Underlying Reference (or in the case of an Index, in respect of each Index Share) related to such Ex-Dividend Date net of applicable withholding taxes multiplied by (ii) the Dividend Percentage; or

(b) with respect to OET Put Certificates, (i) the sum of the cash dividends and/or other cash distributions payable in respect of the relevant Underlying Reference (or in the case of an Index, in respect of each Index Share) related to such Ex-Dividend Date multiplied by (ii) the Dividend Percentage;

"**Dividend Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Exercise Price**" means the price specified as such in the applicable Final Terms;

"**$\text{Financing Rate}_{t-1}$**" means, the Financing Rate applicable on $day_{t-1}$;

"**Futures Rollover Adjustment Amount**" means an amount, which may be positive or negative, calculated by the Calculation Agent representing the cost to the Issuer and/or its Affiliates of unwinding its hedging arrangements in the Current Exchange-traded Contract or the relevant Futures Contract, as the case may be, less the cost to the Issuer and/or its Affiliates of establishing hedging arrangements in the next Current Exchange-traded Contract or Futures Contract, as the case may be, in each case in respect of the relevant Futures Rollover Date, such amount to be allocated *pro rata* amongst the Certificates.

The Capitalised Exercise Price will be made available (subject to technical failure) during normal business hours on any Local Business Day during the term of the OET Certificates, on the OET Website(s) specified in the applicable Final Terms or such other website as may be notified to the Holders;

"**Conversion Rate**" means, in respect of a day, the rate of exchange (including any rates of exchange pursuant to which the relevant rate of exchange is derived) between the currency of the relevant Underlying Reference and the Settlement Currency, as specified as such in the applicable Final Terms on such day;

"**Ex-Dividend Date**" means, with respect to a Share, ETI Interest (in respect of which a dividend is paid) or share comprising an Index (an "**Index Share**"), the date on which such Share, ETI Interest or Index Share becomes "ex-dividend" as determined by the Calculation Agent;

"**Final Price**" means the Settlement Price or, in the case of Commodity Securities, the Relevant Price on the Valuation Date or Optional Redemption Valuation Date, as applicable;

"**Final Price Early**" means the price of the relevant Underlying Reference, determined by the Calculation Agent on the basis of the price obtained by unwinding any underlying related hedging arrangements in respect of the relevant OET Certificates during the three-hour period immediately following the occurrence of the relevant Automatic Early Redemption Event, provided that (i) the Final Price Early in respect of an OET Call Certificate will be no lower than the lowest Observation Price and (ii) the Final Price Early in respect of an OET Put Certificate will be no greater than the highest Observation Price, in each case determined by the Calculation Agent during such three-hour period, or otherwise, during the opening hours of the relevant Exchange. With respect to OET Certificates relating to an Index, Share or ETI Interest, the above-mentioned three-hour period shall be counted during the opening hours of the relevant Exchange. Accordingly, if the period between the occurrence of the Automatic Early Redemption Event and the official closing time of the relevant Exchange is less than three hours, then the observation period shall extend to the following Relevant Business Day, until a full period of three hours has passed since the occurrence of the Automatic Early Redemption Event. With respect to Currency OET Certificates and Commodity OET Certificates, if a period during a Relevant Business Day is specified in the applicable Final Terms as the Observation Time and the period between the occurrence of the Automatic Early Redemption Event and the end of that period is less than the above mentioned three-hour period, then the observation period shall extend to the following Relevant Business Day beginning at 8:00 am (CET time) until a full period of three hours has passed since the occurrence of the Automatic Early Redemption Event;

"**Financing Rate**" means, if applicable, in respect of a calendar day ($day_t$), the rate calculated as

Financing Rate Percentage + Interbank Rate 1 – Interbank Rate 2.

For the avoidance of doubt, the Financing Rate may be negative;

"**Financing Rate Percentage**" means, in the case of OET Call Certificates, the positive rate and, in the case of OET Put Certificates, the negative rate, specified in the applicable Final Terms Provided that the Calculation Agent may, in its sole and absolute discretion, select an alternative rate which must be within the Financing Rate Range;

"**Financing Rate Range**" means the range specified as such in the applicable Final Terms;

**Interbank Rate 1** means the offered quotation which appears on the Interbank Rate 1 Screen Page at the Interbank Rate 1 Specified Time on $day_t$ as determined by the Calculation Agent. In the event that the Interbank Rate 1 Screen Page is not available or no such offered quotation appears, the Calculation Agent will determine the Interbank Rate 1 as the rate it determines would have prevailed but for such non-availability or other event acting in good faith and in a commercially reasonable manner;

**Interbank Rate 1 Screen Page** means the source specified in the applicable Final Terms;

**Interbank Rate 1 Specified Time** means the time specified in the applicable Final Terms or, if no such time is specified, the customary time as of which the relevant Interbank Rate 1 is published;

**Interbank Rate 2** means the offered quotation which appears on the Interbank Rate 2 Screen Page at the Interbank Rate 2 Specified Time on $day_t$ as determined by the Calculation Agent. In the event that the Interbank Rate 2 Screen Page is not available or no such offered quotation appears, the Calculation Agent will determine the Interbank Rate 2 as the rate it determines would have prevailed but for such non-availability or other event acting in good faith and in a commercially reasonable manner;

**Interbank Rate 2 Screen Page** means the source specified in the applicable Final Terms;

**Interbank Rate 2 Specified Time** means the time specified in the applicable Final Terms or, if no such time is specified, the customary time as of which the relevant Interbank Rate 2 is published;

"**Local Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Local Business Day Centre(s) specified in the applicable Final Terms;

"**Observation Price**" means the "official level", "opening price", "official close", "closing price", "purchase price", "sale price", "last price", "bid price", "asked price", "traded price", "official settlement price", "daily settlement price" as specified in the applicable Final Terms, of the Underlying Reference published by the Observation Price Source as determined by the Calculation Agent at the Observation Time(s);

"**Observation Price Source**" means the source specified as such in the applicable Final Terms;

"**Observation Time(s)**" means the time(s) or period(s) of observation specified as such in the applicable Final Terms;

"**Parity**" means the number specified as such in the applicable Final Terms;

"**Relevant Business Day**" means, unless otherwise specified in the applicable Final Terms, an Exchange Business Day (in respect of OET Certificates other than Commodity OET Certificates, Currency OET Certificates or OET Certificates relating to a Custom Index), a Custom Index Business Day (in respect of Custom Index Securities), a Commodity Business Day (in respect of Commodity Securities) or a Scheduled Trading Day (in respect of Currency Securities), as applicable;

"**Reset Date**" means, unless otherwise specified in the applicable Final Terms, each calendar day in the period from and excluding the Issue Date to and including the Redemption Date;

"**Security Percentage**" means the percentage specified as such in the applicable Final Terms. The Security Percentage may be adjusted by the Calculation Agent on each Reset Date in order to take into account changes in market conditions (including, in particular, volatility), provided that the adjusted Security Percentage (a) unless the Security Percentage is equal to zero, falls between the "Minimum Security Percentage" and the "Maximum Security Percentage" specified in the applicable Final Terms and (b) does not trigger the occurrence of an Automatic Early Redemption Event;

"**Security Threshold**" means the amount calculated as follows by the Calculation Agent and rounded upwards or downwards in accordance with the Security Threshold Rounding Rule specified in the applicable Final Terms:

(a) in the case of OET Call Certificates, an amount equal to the product, rounded in accordance with the Security Threshold Rounding Rule specified in the applicable Final Terms, of (i) the Capitalised Exercise Price as at the relevant Reset Date and (ii) one, plus the Security Percentage; and

(b) in the case of OET Put Certificates, an amount equal to the product, rounded in accordance with the Security Threshold Rounding Rule, (i) of the Capitalised Exercise Price as at the relevant Reset Date and (ii) one, minus the Security Percentage,

which, in each case, is available (subject to technical problems) during normal business hours on any Local Business Day during the term of the relevant OET Certificates on the OET Website(s) specified in the applicable Final Terms or such other website as may be notified to the Holders;

"**Settlement Currency**" means Euro, unless otherwise specified in the applicable Final Terms;

"**Underlying Reference**" means the relevant Index, Share, ETI Interest, Commodity, Subject Currency, Debt Instrument or other basis of reference to which the relevant Certificates relate, as specified in the Product Specific Provisions of the applicable Final Terms; and

"**Valuation Date**" means:

(a) the date designated as such by the Issuer, in its sole and absolute discretion, provided that such date is determined by the Issuer and notified to the Holders in accordance with W&C Security Condition 10 at the latest on the tenth (10th) Relevant Business Day preceding the contemplated Valuation Date or, if such date is not a Relevant Business Day, the next following Relevant Business Day. Other than in the case of Commodity OET Certificates, the provisions of (a)(i), (a)(ii), (a)(iii) or (a)(iv), as applicable, of the definition of "Valuation Date" in W&C Security Condition 28 shall apply if any such day is a Disrupted Day and, in the case of Commodity OET Certificates, the provisions of the definition of "Pricing Date" in the Commodity Security Conditions will apply if such day is a Commodity Disrupted Day; or

(b) if Automatic Early Redemption is specified as being applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs, the Relevant Automatic Early Redemption Valuation Date or if such date is not a Relevant Business Day, the next following Relevant Business Day,

in each case, subject to adjustment in accordance with the relevant Conditions.

If (i) the Issuer designates a date as being the Valuation Date in accordance with these Terms and Conditions and (ii) an Automatic Early Redemption Event occurs after such designation but prior to the designated Valuation Date, then the Valuation Date shall be deemed to be the Relevant Automatic Early Redemption Valuation Date as determined pursuant to this definition.

**2. Automatic Early Redemption**

If "Automatic Early Redemption" is specified as being applicable in the applicable Final Terms, then unless previously redeemed or purchased and cancelled, if an Automatic Early Redemption Event occurs, then the Certificates will be automatically redeemed in whole, but not in part, on the date falling the number of Business Days specified in the applicable Final Terms following the Valuation Date (the "**Automatic Early Redemption Date**") and the amount payable by the Issuer upon redemption of each Certificate shall be an amount equal to the relevant Automatic Early Redemption Amount.

## INDEX OF DEFINED TERMS IN RESPECT OF THE W&C SECURITIES

"**2.5-year Limitation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**5-year Limitation Date**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**10-year Limitation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**20-year Limitation Date**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**30/360**", "**360/360**" or "**Bond Basis**" is as defined in W&C Security Condition 1.1.

"**30E/360 (ISDA)**" is as defined in W&C Security Condition 1.1.

"**30E/360**" or "**Eurobond Basis**" is as defined in W&C Security Condition 1.1.

"**A**" is as defined in W&C Security Condition 15.2(e), Payout Condition 2.1(j), Payout Condition 2.1(l), Payout Condition 2.2(h), 2.2(i), Share Security Condition 4.2(f), ETI Security Condition 6.2(b) and Part A-1, Condition 10 and Part A-2, Condition 10 of the Credit Security Conditions.

"**AC Digital Coupon Barrier Level Down**" is as defined in Payout Condition 2.5(a).

"**AC Digital Coupon Barrier Level Up**" is as defined in Payout Condition 2.5(a).

"**AC Digital Coupon Condition**" is as defined in Payout Condition 2.5(a).

"**AC Digital Day**" is as defined in Payout Condition 2.5(a).

"**Accelerated or Matured**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Account Holder**" is as defined in W&C Security Condition 2.2.

"**Accreted Amount**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Accreting Obligation**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Accrual Period**" is as defined in W&C Security Condition 1.

"**ACT Day**" is as defined in Payout Condition 1.1(s).

"**$ACT_{(i,i-1)}$**" is as defined in Payout Condition 1.1(s).

"**Actual Exercise Date**" is as defined in W&C Security Condition 20 and Condition 24.1(a).

"**Actual First Traded Price**" is as defined in Index Security Condition 9.1.

"**Actual/Actual (ICMA)**" is as defined in W&C Security Condition 1.

"**Additional Coupon**" is as defined in Payout Condition 2.5(a).

"**Additional Credit Linked Security Disruption Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Additional Disruption Event**" is as defined in the Collateral Security Conditions, Part A, Condition 7.1(a) and Part B and Part C, Condition 7.1(a) and in W&C Security Condition 15.1.

"**Additional Final Payout**" is as defined in Payout Condition 2.12.

"**Additional Final Payout Weighting**" is as defined in Payout Condition 2.12.

"**Additional Gearing**" is as defined in Payout Condition 2.12.

"**Additional LPN**" is as defined in the Credit Security Conditions, Part A, Condition 10.

"**Additional Obligation**" is as defined in the Credit Security Conditions, Part A, Condition 10.

"**Additional Provisions**" is as defined in the Credit Security Conditions, Part A, Condition 10.

"**Additional Security Document**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Additional Switch Coupon Amount**" is as defined in W&C Security Condition 32(i).

"**Additional Switch Coupon Payment Date**" is as defined in W&C Security Condition 32(i).

"**Adjustment**" is as defined in ETI Security Condition 6.2(a) and Fund Security Condition 4.2(a).

"**Adjustment Amount**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities – Auction Settlement Terms Annex.

"**Adjustment Date**" is as defined in W&C Security Condition 17(b).

"**ADR**" is as defined in Share Security Condition 8.

"**ADRs**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities Condition 2(e).

"**AER Athena up Rate**" is as defined in Payout Condition 2.3(b).

"**AER Calculation Period**" is as defined in Payout Condition 2.3(b).

"**AER CSN Rate**" is as defined in Payout Condition 2.3(b).

"**AER Day Count Fraction**" is as defined in Payout Condition 2.3(b).

"**AER Exit Rate**" is as defined in Payout Condition 2.3(b).

"**AER Knock-out**" is as defined in W&C Security Condition 25.12.

"**AER Rate**" is as defined in W&C Security Conditions 25.12(b) and 34.9.

"**AER Redemption Percentage**" is as defined in Payout Condition 2.3(b).

"**AER Reference Rate**" is as defined in Payout Condition 2.3(b).

"**$AF_{(t)}$**" is as defined in Payout Condition 1.1(s).

"**Affected Basket Company**" is as defined in Share Security Condition 4.2(f).

"**Affected Commodity**" is as defined in Commodity Security Condition 3(b).

"**Affected Component Security**" is as defined in W&C Security Condition 1 under the definition of Strike Date and in W&C Security Condition 20 (in the case of Warrants) and W&C Security Condition 28 (in the case of Certificates).

"**Affected Custom Index**" is as defined in Index Security Condition 6.2(b)(i), 6.2(b)(ii)(A), 6.2(c)(i) and 6.2(c)(ii)(A).

"**Affected Entity**" is as defined in the Credit Security Conditions, Part A-1, Condition 6(d) and Part A-2, Condition 6(d).

"**Affected ETI**" is as defined in ETI Security Condition 6.2(b).

"**Affected ETI Interest**" is as defined in ETI Security Condition 6.2(b).

"**Affected Exchange-traded Contract**" is as defined in Debt Security Condition 9(c).

"**Affected Index Component**" is as defined in Commodity Security Condition 3(b).

"**Affected Item**" is as defined in Commodity Security Condition 1 and in W&C Security Condition 1 under the definition of Strike Date and in Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates).

"**Affected Reference Entity**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Affected Relevant Assets**" is as defined in W&C Security Condition 15.1.

"**Affected Share**" is as defined in W&C Security Condition 15.2(e) and Share Security Condition 4.2(f).

"**Affiliate**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and in W&C Security Condition 1.

**"Agency Agreement"** is as defined in paragraph 4 of the Terms and Conditions of W&C Securities.

"**Aggregate Cash Settled Final Security Value**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Aggregate Collateral Proceeds Share**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Aggregate Delivery Share**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Aggregate Final Security Value**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Aggregate Incurred Loss Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Aggregate Loss Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Aggregate Physically Settled Final Security Value**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Aggregate Recovery Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Aggregate Unwind Costs**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**AIs**" is as defined in W&C Security Condition 21 (in the case of Warrants) and Condition 29 (in the case of Certificates).

"**Alternate Cash Amount**" is as defined in W&C Security Condition 5.4.

"**Alternative Security Document**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**American Style Warrants**" is as defined in W&C Security Condition 22.

"**Annex**" as defined in paragraph 1 of the Terms and Conditions of W&C Securities.

"**Annexes**" is as defined in paragraph 1 of the Terms and Conditions of W&C Securities.

"**Assessed Value Payment Amount**" is as defined in W&C Security Condition 25.7.

"**Asset**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Asset Backed Security**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 4.

"**Asset Market Value**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Asset Package**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Asset Package Credit Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Asset Package Delivery**" is as defined in the Credit Security Conditions, Part A-1, Condition 5(i).

"**Asset Transfer Notice**" is as defined in W&C Security Condition 35.2(a).

"**Assignable Loan**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Attachment Point**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Auction**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex and Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Auction Cancellation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Auction Covered Transaction**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Auction Currency Rate**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Auction Date**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Auction Final Price**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Auction Final Price Determination Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Auction Methodology**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Auction Settlement Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Auction Settlement Amount Notice**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10..

"**Auction Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**AUM Level**" is as defined in Fund Security Condition 1.

"**Automatic Coupon Switch Event**" is as defined in W&C Security Condition 32.

"**Automatic Coupon Switch Level**" is as defined in W&C Security Condition 32.

"**Automatic Early Expiration Date**" is as defined in W&C Security Condition 25.12.

"**Automatic Early Expiration Payout Amount**" is as defined in W&C Security Condition 25.12.

"**Automatic Early Expiration Settlement Date**" is as defined in W&C Security Condition 25.12.

"**Automatic Early Expiration Valuation Date**" is as defined in W&C Security Condition 25.12.

"**Automatic Early Expiration Valuation Time**" is as defined in W&C Security Condition 25.12.

"**Automatic Early Expiration Valuation Period**" is as defined in W&C Security Condition 25.12.

"**Automatic Early Redemption Amount**" is as defined in OET Certificate Condition 1, in W&C Security Condition 34.9 and in W&C Security Condition 34.11.

"**Automatic Early Redemption Date**" is as defined in OET Certificate Condition 2, in W&C Security Condition 34.9 and in W&C Security Condition 34.11.

"**Automatic Early Redemption Event**" is as defined in OET Certificate Condition 1 and in W&C Security Conditions 34.9(a), 34.9 and 34.11.

"**Automatic Early Redemption Event 1**" is as defined in W&C Security Condition 34.9.

"**Automatic Early Redemption Event 2**" is as defined in W&C Security Condition 34.9.

"**Automatic Early Redemption Level**" is as defined in W&C Security Condition 34.9.

"**Automatic Early Redemption Level 1**" is as defined in W&C Security Condition 34.9.

"**Automatic Early Redemption Level 2**" is as defined in W&C Security Condition 34.9.

"**Automatic Early Redemption Payout**" is as defined in Payout Condition 1.2.

"**Automatic Early Redemption Percentage**" is as defined in W&C Security Condition 34.9.

"**Automatic Early Redemption Valuation Date**" is as defined in OET Certificate Condition 1 and in W&C Security Conditions 34.9 and 34.11.

"**Automatic Exercise**" is as defined in W&C Security Condition 22 and in W&C Security Condition 24.1(b).

"**Average Basket Value**" is as defined in Payout Condition 2.9(b).

"**Average Rainbow Value**" is as defined in Payout Condition 2.9(b).

"**Average Underlying Reference TOM Value**" is as defined in Payout Condition 2.9(a).

"**Average Underlying Reference Value**" is as defined in Payout Condition 2.9(a).

"**Average Worst Value**" is as defined in Payout Condition 2.9(b).

"**Averaging Date**" is as defined in Currency Security Condition 1, Index Security Condition 8, in W&C Security Conditions 20 (in the case of Warrants) and 28 (in the case of Certificates) and in Fund Security Condition 1.

"**Averaging**" is as defined in W&C Security Condition 22 (in the case of Warrants) and Condition 30 (in the case of Certificates).

"**B**" is as defined in Payout Condition 2.2(h) and 2.2(i), Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10, Share Security Condition 4.2 and ETI Security Condition 6.2.

"**Banking Day**" is as defined in Index Security Condition 8.

"**Bankruptcy**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Barrier Condition**" is as defined in Payout Condition 2.5(a).

"**Barrier Level**" is as defined in Payout Condition 1.4 and 2.5(a).

"**Barrier Percentage**" is as defined in Payout Condition 1.4.

"**Barrier Percentage Strike Price**" is as defined in Payout Condition 2.12.

"**Barrier Value**" is as defined in Payout Condition 2.1(g).

"**Base Level**" is as defined in Inflation Index Security Condition 2(b).

"**Basket Company**" is as defined in Share Security Condition 1 and Share Security Condition 4.2(f) and in W&C Security Condition 15.2(e).

"**Basket Component**" is as defined in Commodity Security Condition 1.

"**Basket of Commodities**" is as defined in Commodity Security Condition 1.

"**Basket of Custom Indices**" is as defined in Index Security Condition 8.

"**Basket of Futures**" is as defined in Futures Security Condition 1.

"**Basket of Indices**" is as defined in Index Security Condition 1.

"**Basket of Shares**" is as defined in Share Security Condition 1.

"**Basket of Underlying References**" is as defined in W&C Security Condition 34.9 and Condition 25.12.

"**Basket Price**" is as defined in W&C Security Condition 25.12.

"**Basket Price 1**" is as defined in W&C Security Condition 34.9.

"**Basket Price 2**" is as defined in W&C Security Condition 34.9.

"**Basket Trigger Event**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Basket Trigger Level**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Basket Value**" is as defined in Payout Condition 2.6(c).

"**Bear Cash Value**" is as defined in Payout Condition 1.1(hh) and Payout Condition 1.1(ii).

"**Bear Cash Value$_{t-1}$**" is as defined in Payout Condition 1.5.

"**Bear Cash Value Initial**" is as defined in Payout Condition 1.5.

"**Best Available Information**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Best Intraday Value**" is as defined in Payout Condition 2.6(c).

"**Best Value**" is as defined in Payout Condition 2.6(c).

"**BestLockValue$_{(i)}$**" is as defined in Payout Condition 2.2(d)(iii).

"**Best-Performing Underlying Reference Closing Value$_{(i)}$**" is as defined in Payout Condition 2.4(b).

"**BGL**" is as defined in paragraph 3 of the Terms and Conditions of W&C Securities.

"**BGL Substitute**" as defined in Terms and Conditions of W&C Securities Condition 13.4.

"**BNP Paribas Group**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and Part B, Condition 6.

"**BNPP**" is as defined in paragraph 3 of the Terms and Conditions of W&C Securities.

"**BNPP B.V.**" is as defined in paragraph 3 of the Terms and Conditions of W&C Securities.

"**BNPP English Law W&C Guarantee**" is as defined in W&C Security Condition 1.

"**BNPP French Law W&C Guarantee**" is as defined in W&C Security Condition 1.

"**BNPP Guarantee**" is as defined in W&C Security Condition 1.

"**BNPP Guarantor**" as defined in paragraph 5 of the Terms and Conditions of W&C Securities.

"**BNPP Holding** is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**BNPPF**" is as defined in paragraph 5 of the Terms and Conditions of W&C Securities.

"**BNPPF Guarantor**" is as defined in paragraph 5 of the Terms and Conditions of W&C Securities.

"**BNPPF W&C Securities Guarantee**" is as defined in W&C Security Condition 1.

"**Bond**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Bond**" **or** "**Loan** " is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Bonus Coupon**" is as defined in Payout Condition 2.12.

"**Bonus Level**" is as defined in Payout Condition 1.4.

"**Bonus Level Percentage**" is as defined in Payout Condition 1.4.

"**Bonus Percentage**" is as defined in Payout Condition 1.4.

"**Borrowed Money**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**BP2F**" is as defined in paragraph 3 of the Terms and Conditions of W&C Securities.

"**BP2F Substitute**" is as defined in Terms and Conditions of W&C Securities Condition 13.3.

"**Bull Cash Value**" is as defined in Payout Condition 1.1(hh) and Payout Condition 1.1(ii).

"**Bull Cash Value**$_{(t-1)}$" is as defined in Payout Condition 1.5.

"**Bull Cash Value Initial**" is as defined in Payout Condition 1.5.

"**Business Day**" is as defined in W&C Security Condition 1.

"**C**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10, Share Security Condition 4.2, ETI Security Condition 6.2 and W&C Security Condition 15.2.

"**Calculated Additional Disruption Amount**" is as defined in W&C Security Condition 15.2(c)(ii).

"**Calculated Additional Disruption Amount Determination Date**" is as defined in W&C Security Condition 15.2(c)(ii).

"**Calculated Contract Adjustment Amount**" is as defined in Index Security Condition 9.2(b)(ii) and in Debt Security Conditions 7(b)(ii) and 9(b)(ii).

"**Calculated Contract Adjustment Amount Determination Date**" is as defined in Index Security Condition 9.2(b)(ii) and in Debt Security Conditions 7(b)(ii) and 9(b)(ii).

"**Calculated Currency Disruption Amount**" is as defined in Currency Security Condition 3(c)(ii).

"**Calculated Currency Disruption Amount Determination Date**" is as defined in Currency Security Condition 3(c)(ii).

"**Calculated Custom Index Adjustment Event Amount**" is as defined in Index Security Condition 6.2(a)(ii)(E)II.

"**Calculated Custom Index Adjustment Event Amount Determination Date**" is as defined in Index Security Condition 6.2(a)(ii)(E)II.

"**Calculated Extraordinary Event Amount**" is as defined in Share Security Condition 4.2(d)(ii).

"**Calculated Extraordinary Event Amount Determination Date**" is as defined in Share Security Condition 4.2(d)(ii).

"**Calculated Futures Adjustment Amount**" is as defined in Futures Security Condition 3.1(c)(ii).

"**Calculated Futures Adjustment Amount Determination Date**" is as defined in Futures Security Condition 3.1(c)(ii).

"**Calculated Index Adjustment Amount**" is as defined in Index Security Condition 3.2(d)(ii) and in Debt Security Condition 5(b)(ii).

"**Calculated Index Adjustment Amount Determination Date**" is as defined in Index Security Condition 3.2(d)(ii) and in Debt Security Condition 5(b)(ii).

"**Calculation Agent**" is as defined in paragraph 6 of the Terms and Conditions of W&C Securities and W&C Security Condition 32(b).

"**Calculation Date**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Calculation Period**" is as defined in W&C Security Condition 1.

"**Call**" is as defined in Payout Condition 2.3(d).

"**Call Athena up Rate**" is as defined in Payout Condition 2.3(d).

"**Call Calculation Period**" is as defined in Payout Condition 2.3(d).

"**Call Cap Percentage**" is as defined in Payout Condition 2.3(d).

"**Call Constant Percentage**" is as defined in Payout Condition 2.3(d).

"**Call CSN Rate**" is as defined in Payout Condition 2.3(d).

"**Call Exit Rate**" is as defined in Payout Condition 2.3(d).

"**Call Floor Percentage**" is as defined in Payout Condition 2.3(d).

"**Call Gearing**" is as defined in Payout Condition 2.3(d).

"**Call Payout**" is as defined in Payout Condition 1.6.

"**Call Option**" is as defined in Payout Condition 1.7.

"**Call Rate**" is as defined in Payout Condition 2.3(d).

"**Call Redemption Percentage**" is as defined in Payout Condition 2.3(d).

"**Call Reference Rate**" is as defined in Payout Condition 2.3(d).

"**Call Spread Percentage**" is as defined in Payout Condition 2.3(d).

"**Call Strike Percentage**" is as defined in Payout Condition 2.3(d).

"**Call Value**" is as defined in Payout Condition 2.3(d).

"**Call Warrants**" is as defined in W&C Security Condition 22.

"**Cancellation Event**" is as defined in W&C Security Condition 15.1.

"**Cap**" is as defined in Payout Condition 3.2.

"**Cap Level**" is as defined in Payout Condition 1.4.

"**Cap Level Percentage**" is as defined in Payout Condition 1.4.

"**Cap Percentage**" is as defined in Payout Condition 1.4.

"**Capital Ratio** " is as defined in the Credit Security Conditions, Part A-1, Condition 7(b)(iii).

"**Capitalised Exercise Price**" or "**$CEP_t$**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Capped Reference Entity**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Cash Collateral Value**" is as defined in the Collateral Security Conditions, Part A, Condition 3.2 and Collateral Security Conditions, Part C, Condition 3.2.

"**Cash Dividend**" is as defined in Share Security Condition 6.

"**Cash Dividend Amount**" is as defined in Share Security Condition 6.

"**Cash Dividend Notice**" is as defined in Share Security Condition 6(b).

"**Cash Dividend Payment Date**" is as defined in Share Security Condition 6.

"**Cash Portion Percentage**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Cash Settled Certificates**" is as defined in W&C Security Condition 30.

"**Cash Settled Portion**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Cash Settled Portion Assets**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Cash Settled Securities**" is as defined in W&C Security Condition 1.

"**Cash Settled Warrants**" is as defined in W&C Security Condition 22.

"**Cash Settlement Amount**" is as defined in W&C Security Condition 20 (in the case of Warrants) and W&C Security Condition 28 (in the case of Certificates).

"**Cash Settlement Date**" is as defined in the Collateral Security Conditions, Part A and Part C, Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10, and Credit Security Conditions, Part B, Condition 6.

"**Cash Value**" is as defined in Payout Condition 1.1(ii).

"**$Cash\ Value_{(t-1)}$**" is as defined in Payout Condition 1.5.

"**$Cash\ Value_{(t-1)}^{Adjusted}$**" is as defined in Payout Condition 1.5.

"**CBF Certificates**" is as defined in W&C Security Condition 29.

"**CBF Global Certificate**" is as defined in W&C Security Condition 29.

"**CBF Global Warrant**" is as defined in W&C Security Condition 21.

"**CBF Warrants**" is as defined in W&C Security Condition 21.

"**$CEP_{t-1}$**" is as defined in OET Certificate Condition 1(b) and in Payout Condition 1.8.

"**$Cert_{(t0)}$**" is as defined in Payout Condition 1.1(s).

"**Certificate Value**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6.

**"Certificates"** is as defined in paragraph 3 of the Terms and Conditions of W&C Securities.

**"CFTC"** is as defined in W&C Security Condition 1.

"**Change in Law**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and W&C Security Condition15.1.

"**Clearance System**" is as defined in Index Security Condition 1, Share Security Condition 1, ETI Security Condition 1, Futures Security Condition 1 and Debt Security Condition 11.

"**Clearance System Days**" is as defined in Index Security Condition 1, Share Security Condition 1, ETI Security Condition 1, Futures Security Condition 1 and Debt Security Condition 11.

"**Clearing System**" is as defined in W&C Security Condition 1.

"**Clearing System Certificates**" is as defined in W&C Security Condition 29.

"**Clearing System Global Certificate**" is as defined in W&C Security Condition 29.

"**Clearing System Global Security**" is as defined in W&C Security Condition 1.

"**Clearing System Global Warrant**" is as defined in W&C Security Condition 21.

"**Clearing System Securities**" is as defined in W&C Security Condition 1.

"**Clearing System Warrants**" is as defined in W&C Security Condition 21.

"**Clearstream, Frankfurt**" is as defined in W&C Security Condition 1.

"**Clearstream, Luxembourg**" is as defined in W&C Security Condition 21 (in the case of Warrants) and W&C Security Condition 29.

"**Closing Level**" is as defined in Index Security Condition 1 and Condition 8.

"**Closing Price**" is as defined in Share Security Condition 1 and ETI Security Condition 1.

**"Coco Provision**" is as defined in the Credit Security Conditions, Part A-1, Condition 7(b)(iii).

"**CoCo Supplement**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Collateral Account**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 3.2.

"**Collateral Agent**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Collateral Asset Default**" is as defined in the Collateral Security Conditions, Part A and Part B, Condition 7.1(b).

"**Collateral Asset Default Date**" is as defined in the Collateral Security Conditions, Part C, Condition 9.3.

"**Collateral Asset Default Determination Date**" is as defined in the Collateral Security Conditions, Part A, Condition 1 and Part B, Condition 1.

"**Collateral Asset Issuer**" is as defined in the Collateral Security Conditions, Part A and Part B, Condition 1.

"**Collateral Asset Issuer Default**" is as defined in the Collateral Security Conditions, Part B, Condition 7.1(b).

"**Collateral Asset Linked Security**" is as defined in the Collateral Security Conditions, Part B and Part C, Condition 1.

"**Collateral Assets**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Collateral Assets Value**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Collateral Calculation Agent**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Collateral Cash Settlement**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Collateral Credit Security Settlement Date**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6.

"**Collateral Custodian**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Collateral Default Event**" is as defined in the Collateral Security Conditions, Part A, Condition 7.1(b).

"**Collateral Delivery Date**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Collateral Delivery Rounding Amount**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 3.6.

"**Collateral Disruption**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 7.1(b).

"**Collateral Early Settlement Amount**" is as defined in the Collateral Security Conditions, Part A, Condition 7.3 or 7.4 and in Part C, Condition 1.

"**Collateral Enforcement Proceeds**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Collateral Percentage**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Collateral Pool**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Collateral Proceeds Share**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Collateral Security Conditions**" is as defined in Annex 13, paragraph 1.

"**Collateral Security Credit Certificate**" is as defined in the Collateral Security Conditions, Part A, Condition 1.

"**Collateral Settlement Disruption Event**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Collateral Split Rounding Amount**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 3.8.

"**Collateral Valuation Date**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Collateral Value**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Collective Investment Scheme**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Combination Credit Certificates**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Combination Credit Notes**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Combination Credit Securities**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Commodity**" is as defined in Commodity Security Condition 1 and Condition 3(b).

"**Commodity Business Day**" is as defined in Commodity Security Condition 1.

"**Commodity Disrupted Day**" is as defined in Commodity Security Condition 1.

"**Commodity Exchange Act**" is as defined in W&C Security Condition 2.1.

"**Commodity Fallback Value**" is as defined in Commodity Security Condition 1.

"**Commodity Index**" is as defined in Commodity Security Condition 1.

"**Commodity Index Adjustment Event**" is as defined in Commodity Security Condition 4(b).

"**Commodity Index Cancellation**" is as defined in Commodity Security Condition 4(b).

"**Commodity Index Disruption**" is as defined in Commodity Security Condition 4(b).

"**Commodity Index Modification**" is as defined in Commodity Security Condition 4(b).

"**Commodity OET Certificate**" is as defined in W&C Security Condition 1.

"**Commodity Reference Price**" is as defined in Commodity Security Condition 1.

"**Commodity Securities**" is as defined in W&C Security Condition 2.1.

"**Commodity Security Conditions**" is as defined in Annex 6, paragraph 1.

"**Common Depositary**" is as defined in W&C Security Condition 21 (in the case of Warrants) and W&C Security Condition 29 (in the case of Certificates).

"**Component Security**" is as defined in Index Security Condition 1.

"**Component Security Index**" is as defined in Index Security Condition 1.

"**Composite Index**" is as defined in Index Security Condition 1.

"**Conditionally Transferable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Conditions to Settlement**" is as defined in the Auction Settlement Terms Annex, Part B, Condition 4 and the Credit Security Conditions, Part A-2, Condition 10.

"**Conforming Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Consent Required Loan**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Constant A**" is as defined in Payout Condition 3.2.

"**Constant B**" is as defined in Payout Condition 3.2.

"**Constant Leverage Financing Rate**$_{(t)}$" is as defined in Payout Condition 1.5.

"**Constant Percentage**" is as defined in Payout Condition 2.5(a).

"**Constant Percentage 1**" is as defined in Payout Condition 2.12.

"**Constant Percentage 2**" is as defined in Payout Condition 2.12.

"**Constant Percentage 3**" is as defined in Payout Condition 2.12.

"**Constant Percentage 4**" is as defined in Payout Condition 2.12.

"**Consultation Period**" is as defined in the Collateral Security Conditions, Part B, Condition 7.2.

"**control**" is as defined in W&C Security Condition 1.

"**Conversion Event**" is as defined in Share Security Condition 8.

"**Conversion Rate**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Conversion Rate Early**" is as defined in Payout Condition 1.4.

"**Conversion Rate Final**" is as defined in Payout Condition 1.4.

"**Convertible Bond Collateral**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 3(e).

"**Convertible Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Coupon Airbag Percentage**" is as defined in Payout Condition 2.12.

"**Coupon Airbag Percentage 1**" is as defined in Payout Condition 2.12.

"**Coupon Airbag Percentage 2**" is as defined in Payout Condition 2.12.

"**Coupon Cap**" is as defined in Payout Condition 3.5.

"**Coupon Percentage**" is as defined in Payout Condition 1.4.

"**Coupon Percentage 1**" is as defined in Payout Condition 3.2.

"**Coupon Percentage 2**" is as defined in Payout Condition 3.2.

"**Coupon Switch**" is as defined in W&C Security Condition 32(i)(i) and W&C Security Condition 32(i)(ii).

"**Coupon Switch Date**" is as defined in W&C Security Condition 32(i).

"**Coupon Value**" is as defined in Payout Condition 2.5(a).

"**Coupon Weighting**" is as defined in Payout Condition 2.5(a).

"**Covered Bond Collateral**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 3(f).

"**Credit Certificates**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Derivatives Auction Settlement Terms**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Derivatives Definitions**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Derivatives Determinations Committee**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6 and in the Collateral Security Conditions, Part A and Part C, Condition 8.6.

"**Credit Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Credit Event Backstop Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Event Cash Settlement Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Event Determination Date**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and in the Credit Security Conditions, Part B, Condition 6.

"**Credit Event Notice**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Credit Event Resolution Request Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Event Settlement Amount**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and in the Credit Security Conditions, Part B, Condition 6.

"**Credit Event Valuation Date**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and in the Credit Security Conditions, Part B, Condition 6.

"**Credit Event Valuation Period**" is as defined in the Auction Settlement Terms Annex, Part B, Condition 6 and in the Collateral Security Conditions, Part A, Condition 8.6.

"**Credit Event Valuation Period End Date**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and in the Credit Security Conditions, Part B, Condition 6.

"**Credit Linked Note Collateral**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 3(b).

"**Credit Notes**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Securities**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and in W&C Security Condition 2.1.

"**Credit Security Business Day**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Security Conditions**" is as defined in Annex 12, paragraph 1.

"**Credit Security Dealer**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

""**Credit Security Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Credit Warrants**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**CREST**" is as defined in W&C Security Condition 1.

"**CREST Dematerialised Certificates**" is as defined in W&C Security Condition 28.

"**CREST Dematerialised Securities**" is as defined in W&C Security Condition 1;

"**CREST Dematerialised Warrants**" is as defined in W&C Condition 20.

"**Cumulative Coupon**" is as defined in W&C Security Condition 34.9.

"**Cumulative Inflation Rate**" is as defined in Payout Condition 3.5.

"**Currency Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Currency Event**" is as defined in W&C Security Condition 15.1.

"**Currency OET Certificate**" is as defined in W&C Security Condition 1.

"**Currency Rate**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Currency Rate Source**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Currency Securities**" is as defined in W&C Security Condition 2.1.

"**Currency Security Conditions**" is as defined in Annex 8, paragraph 1.

"**Current Exchange-traded Contract**" is as defined in Index Security Condition 9.1 and in Debt Security Condition 6.

"**Current FX Memory Coupon Interest Period**" is as defined in Payout Condition 3.1(f).

"**Current Interest Period**" is as defined in W&C Security Condition 34.9.

"**Custodian**" is as defined in W&C Security Condition 21 (in the case of Warrants) and W&C Security Condition 29 (in the case of Certificates).

"**Custom Index**" or "**Custom Indices**" is as defined in Index Security Condition 8.

"**Custom Index Adjustment Event**" is as defined in Index Security Condition 6.2.

"**Custom Index Business Day**" is as defined in Index Security Condition 8.

"**Custom Index Business Day (All Indices Basis)**" is as defined in Index Security Condition 8.

"**Custom Index Business Day (Per Index Basis)**" is as defined in Index Security Condition 8.

"**Custom Index Business Day (Single Index Basis)**" is as defined in Index Security Condition 8.

"**Custom Index Cancellation**" is as defined in Index Security Condition 6.2.

"**Custom Index Correction Period**" is as defined in Index Security Condition 8.

"**Custom Index Disruption Event**" is as defined in Index Security Condition 6.2.

"**Custom Index Modification**" is as defined in Index Security Condition 6.2.

"**Custom Index Trading Day**" is as defined in Index Security Condition 8.

"**Cut-Off Date**" is as defined in Inflation Index Security Condition 1 and in W&C Security Condition 25.10(c) (in the case of Warrants) and W&C Security Condition 28 (in the case of Certificates).

"**CW**" is as defined in Payout Condition 2.1(j).

"**Daily Leverage**" is as defined in Payout Condition 1.5.

"**Daily Settlement Price**" is as defined in Debt Security Condition 6.

"**Danish Dematerialised Certificates**" is as defined in W&C Security Condition 28.

"**Danish Dematerialised Securities**" is as defined in W&C Security Condition 1.

"**Danish Dematerialised Warrants**" is as defined in Condition 20.

"**Danish Record Date**" is as defined in Collateral Security Conditions Part A, Condition 11, Collateral Security Conditions Part B, Condition 11, Collateral Security Conditions Part C, Condition 11, in respect of Danish Dematerialised Warrants in W&C Security Condition 25.7 and in respect of Danish Dematerialised Certificates in W&C Security Condition 35.1.

"**Danish Securities Trading Act**" is as defined in W&C Security Condition 1.

"**Danish Security Agent**" is as defined in Terms and Conditions of the W&C Securities, paragraph 4.

"**Day Count Fraction**" is as defined in W&C Security Condition 1.

"**DC Announcement Coverage Cut-off Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**DC Barrier Value**" is as defined in Payout Condition 2.5(a).

"**DC Credit Event Announcement**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**DC Credit Event Meeting Announcement**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**DC Credit Event Question**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**DC Credit Event Question Dismissal**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**DC No Credit Event Announcement**" is as defined in the Credit Security Conditions, Part A, Condition 10.

"**DC Resolution**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6, in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and in the Credit Security Conditions, Part B, Condition 6.

"**DC Resolution Reversal Cut-off Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**DC Secretary**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Debt Collateral Securities**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 3.

"**Debt Collateral Security**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 3.

"**Debt Instrument Correction Period**" is as defined in Debt Security Condition 11.

"**Debt Instrument Issuer**" is as defined in Debt Security Condition 11.

"**Debt Instrument Redemption Event**" is as defined in Debt Security Condition 5.

"**Debt Securities**" is as defined in W&C Security Condition 2.1.

"**Debt Security Conditions**" is as defined in Annex 5, paragraph 1.

"**Deed Poll**" is as defined in W&C Security Condition 13.3.

"**Deemed Interest Reduction**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Default Notification**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Default Requirement**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Definitive Security Agent**" is as defined in Terms and Conditions of W&C Securities, paragraph 5.

"**Delayed Date**" is as defined in the Collateral Security Conditions, Part A, Condition 11, in the Collateral Security Conditions, Part B, Condition 11 and in W&C Security Condition 35.1.

"**Delayed Index Level Event**" is as defined in Inflation Index Security Condition 1.

"**Delayed Payment Cut-off Date**" is as defined in Fund Security Condition 1.

"**Delayed Payment Notice**" is as defined in Fund Security Condition 5.

"**De-Listing**" is as defined in Share Security Condition 4.1.

"**Deliver**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Deliverable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Deliverable Obligation Category**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Deliverable Obligation Characteristics**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Deliverable Obligation Provisions**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Deliverable Obligation Terms**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Delivery Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10, Commodity Security Condition 1 and W&C Security Condition 35.2(c).

"**Delivery Share**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Deposit**" is as defined in the Collateral Security Conditions, Part A, Condition 8.6 and in the Credit Security Conditions, Part B, Condition 6.

"**Designated Account**" is as defined in the Collateral Security Conditions, Part A, Condition 11, in the Collateral Security Conditions, Part B, Condition 11 and in W&C Security Condition 35.1.

"**Designated Bank**" is as defined in the Collateral Security Conditions, Part A, Condition 11, in the Collateral Security Conditions, Part B, Condition 11 and in W&C Security Condition 35.1.

"**Designated Maturity**" is as defined in Underlying Interest Rate Security Condition 2 and in W&C Security Condition 32(b)(ii).

"**Determination Date(s)**" is as defined in W&C Security Condition 1.

"**Digital Cap Percentage 1**" is as defined in Payout Condition 3.6.

"**Digital Cap Percentage 2**" is as defined in Payout Condition 3.6.

"**Digital Coupon Condition**" is as defined in Payout Condition 2.5(a).

"**Digital Floor Percentage 1**" is as defined in Payout Condition 3.6.

"**Digital Floor Percentage 2**" is as defined in Payout Condition 3.6.

"**Digital Plus Percentage 1**" is as defined in Payout Condition 3.6.

"**Digital Plus Percentage 2**" is as defined in Payout Condition 3.6.

"**Direct Loan Participation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Disappearance of Commodity Reference Price**" is as defined in Commodity Security Condition 1.

"**Dispute**" is as defined in W&C Security Condition 14.1.

"**Dispute Period**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Disqualified Transferee**" is as defined in W&C Security Condition 2.4(c).

"**Disrupted Amount**" is as defined in W&C Security Condition 5.6(vi).

"**Disrupted Day**" is as defined in Index Security Conditions 1 and 8, in Share Security Condition 1, in ETI Security Condition 1, in Currency Security Condition 1, in Futures Security Condition 1 and in Debt Security Condition 11.

"**Disrupted Settlement Date**" is as defined in W&C Security Condition 5.6(vi).

"**Disruption Cash Settlement Price**" is as defined in W&C Security Condition 5.1.

"**Disruption Fallback**" is as defined in Commodity Security Condition 1 and Currency Security Condition 3.

"**Distributed Amount**" is as defined in Share Security Condition 6.

"**Distribution Compliance Period**" is as defined in W&C Security Condition 1.

"**Distributor**" is as defined in the Collateral Security Conditions, Part B, Condition 1, in the Collateral Security Conditions, Condition 10.3 and in the Credit Security Conditions, Part B, Condition 6.

"**Div Percentage**" is as defined in Payout Condition 1.1(s).

"**div reinvested factor$_{(t)}$**" is as defined in Payout Condition 1.1(s).

"**Dividend Adjustment Amount**" is as defined in OET Certificate Condition 1 and in Payout Conditions 1.5 and 1.8.

"**Dividend Date**" is as defined in Share Security Condition 6.

"**Dividend Event**" is as defined in ETI Security Condition 1.

"**Dividend Expenses**" is as defined in Share Security Condition 6.

"**Dividend Percentage**" is as defined in OET Certificate Condition 1 and in Payout Conditions 1.5 and 1.8.

"**Documents**" is as defined in W&C Security Condition 13.2(b).

"**Domestic Currency**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Domestic Law**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Down Call**" is as defined in Payout Condition 2.2(f)(vi).

"**Down Call Spread**" is as defined in Payout Condition 2.2(f)(vi).

"**Down Cap Percentage**" is as defined in Payout Condition 2.12.

"**Down Final Redemption Value**" is as defined in Payout Condition 2.12.

"**Down Floor Percentage**" is as defined in Payout Condition 2.12.

"**Down Forward**" is as defined in Payout Condition 2.2(f)(vi).

"**Down Put**" is as defined in Payout Condition 2.2(f)(vi).

"**Down Put Spread**" is as defined in Payout Condition 2.2(f)(vi).

"**Down Strike Percentage**" is as defined in Payout Condition 2.12.

"**Downside Participation Factor**" is as defined in Payout Condition 1.4.

"**Downstream Affiliate**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Driver Percentage**" is as defined in Payout Condition 2.5(a).

"**DTC**" is as defined in W&C Security Condition 21 (in the case of Warrants) and W&C Security Condition 29 (in the case of Certificates).

"**Dual Exchange Rate**" is as defined in Currency Security Condition 1.

"**Due and Payable Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**due exercise**" is as defined in W&C Security Condition 24.4.

"**Early Closure**" is as defined in Index Security Condition 1, Share Security Condition 1, ETI Security Condition 1 and Futures Security Condition 1.

"**Early Preference Share Redemption Date**" is as defined in Preference Share Certificate Condition 1.

"**Early Redemption Amount**" is as defined in Preference Share Certificate Condition 1.

"**Early Redemption Certificate Amount**" is as defined in Preference Share Certificate Condition 1.

"**Early Redemption Date**" is as defined in Preference Share Certificate Condition 1.

"**Early Redemption Notice**" is as defined in Preference Share Certificate Condition 1.

"**EDS**" is as defined in Payout Condition 2.2(b) and 2.2(e)(i).

"**EDS Barrier Percentage**" is as defined in Payout Condition 2.12.

"**Eligible ABS Collateral**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 4.

"**Eligible Cash**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities Condition 1.

"**Eligible Collateral**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Eligible Debt Collateral**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 3.

"**Eligible Equity Collateral**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities Condition 2.

"**Eligible Fund Collateral**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 5.

"**Eligible Information**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Eligible Transferee**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Enabling Obligation**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Enforcement Event**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Enforcement Expenses**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Collateral Security Condition 1 and in the Collateral Security Conditions, Part B, Collateral Security Condition 9.2(j).

"**Enforcement Notice**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**English Law Agency Agreement**" as defined in Terms and Conditions of W&C Securities, paragraph 7.

"**English Law Certificates**" is as defined in W&C Security Condition 28.

"**English Law Securities**" is as defined in W&C Security Condition 1.

"**English Law Warrants**" is as defined in W&C Security Condition 20.

"**Entitlement**" is as defined in W&C Security Condition 20 (in the case of Warrants) and W&C Security Condition 28 (in the case of Certificates).

"**Entitlement Amount**" is as defined in Payout Condition 2.4.

"**Entity**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Equity Collateral Securities**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 2.

"**Equity Securities**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**ER Cap Percentage**" is as defined in Payout Condition 2.3(b).

"**ER Constant Percentage**" is as defined in Payout Condition 2.3(b).

"**ER Floor Percentage**" is as defined in Payout Condition 2.3(b).

"**ER Gearing**" is as defined in Payout Condition 2.3(b).

"**ER Strike Percentage**" is as defined in Payout Condition 2.3(b).

"**ER Spread**" is as defined in Payout Condition 2.3(b).

"**ER Value**" is as defined in Payout Condition 2.3(b).

"**Escrow**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Escrow Agent**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Established Rate**" is as defined in W&C Security Condition 17(b).

"**ETI**" is as defined in ETI Security Condition 1 and Condition 6.2(b).

"**ETI Basket**" is as defined in ETI Security Condition 1.

"**ETI Documents**" is as defined in ETI Security Condition 1.

"**ETI Interest Correction Period**" is as defined in ETI Security Condition 1.

"**ETI Interest(s)**" is as defined in ETI Security Condition 1 and Condition 6.2(b).

"**ETI OET Certificate**" is as defined in W&C Security Condition 1.

"**ETI Related Party**" is as defined in ETI Security Condition 1.

"**ETI Securities**" is as defined in W&C Security Condition 2.1.

"**ETI Security Conditions**" is as defined in Annex 4, paragraph 1.

"**EURIBOR**" is as defined in W&C Security Condition 32(d)(i)(C).

"**euro**" is as defined in W&C Security Condition 17(b).

"**Euroclear**" is as defined in W&C Security Condition 21 (in the case of Warrants) and W&C Security Condition 29 (in the case of Certificates).

"**Euroclear Agreement**" is as defined in Terms and Conditions of the W&C Securities, paragraph 5.

"**Euroclear Finland Register**" is as defined in W&C Security Condition 1.

"**Euroclear Finland System**" is as defined in W&C Security Condition 1.

"**Euroclear Finland**" is as defined in W&C Security Condition 1.

"**Euroclear France Certificates**" is as defined in the Collateral Security Conditions, Part A, Condition 11, in the Collateral Security Conditions, Part B, Condition 11 and in W&C Security Condition 35.1.

"**Euroclear France Securities**" is as defined in W&C Security Condition 2.2.

"**Euroclear France Warrants**" is as defined in W&C Security Condition 24.1.

"**Euroclear Registrar**" is as defined in Terms and Conditions of the W&C Securities, paragraph 5.

"**Euroclear Sweden Register**" is as defined in W&C Security Condition 1.

"**Euroclear Sweden System**" is as defined in W&C Security Condition 1.

"**Euroclear Sweden**" is as defined in W&C Security Condition 1.

"**Euronext Paris**" is as defined in the Collateral Security Conditions, Part A, Condition 10.3, in the Collateral Security Conditions, Part B, Condition 10.3 and in W&C Security Condition 34.3.

"**European Style Warrants**" is as defined in W&C Security Condition 22.

"**EuroTLX**" is as defined in W&C Security Condition 20 (in the case of Warrants) and W&C Security Condition 28 (in the case of Certificates).

"**Event Determination Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Event Dispute Notice**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Event of Default**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 6.1.

"**Excess Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Exchange**" is as defined in Index Security Condition 1, in Share Security Condition 1, ETI Security Condition 1, Commodity Security Condition 1 and Futures Security Condition 1.

"**Exchange Bonds or Loans**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Exchange Business Day**" is as defined in Index Security Condition 1, in Share Security Condition 1, ETI Security Condition 1, Debt Security Condition 2 and Futures Security Condition 1.

**"Exchange Business Day (All ETI Interests Basis)"** is as defined in ETI Security Condition 1.

"**Exchange Business Day (All Futures Basis)"** is as defined in Futures Security Condition 1.

"**Exchange Business Day (All Indices Basis)**" is as defined in Index Security Condition 1.

"**Exchange Business Day (All Share Basis)**" is as defined in Share Security Condition 1.

"**Exchange Business Day (Per ETI Interest Basis)**" is as defined in ETI Security Condition 1.

"**Exchange Business Day (Per Future Basis)**" is as defined in Futures Security Condition 1.

"**Exchange Business Day (Per Index Basis)**" is as defined in Index Security Condition 1.

"**Exchange Business Day (Per Share Basis)**" is as defined in Share Security Condition 1.

"**Exchange Business Day (Single ETI Interest Basis)**" is as defined in ETI Security Condition 1.

"**Exchange Business Day (Single Future Basis)**" is as defined in Futures Security Condition 1.

"**Exchange Business Day (Single Index Basis)**" is as defined in Index Security Condition 1.

"**Exchange Business Day (Single Share Basis)**" is as defined in Share Security Condition 1.

"**Exchange Disruption**" is as defined in Index Security Condition 1, in Share Security Condition 1, ETI Security Condition 1 and Futures Security Condition 1.

"**Exchange Event**" is as defined in W&C Security Condition 29.

"**Exchange Rate**" is as defined in Payout Condition 1.4.

"**Exchange Rate Early**" is as defined in Payout Condition 1.4.

"**Exchange Rate Final**" is as defined in Payout Condition 1.4.

"**Exchange Rate Initial**" is as defined in Payout Condition 1.4.

"**exchange traded instrument**" is as defined in W&C Security Condition 2.1.

"**Exchangeable Bond Collateral**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 3(e).

"**Exchangeable Obligation**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Exchange-traded Contract**" is as defined in Index Security Condition 9.1 and in Debt Security Conditions 6 and 9.

"**Excluded Deliverable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Excluded Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Ex-Dividend Date**" is as defined in OET Certificate Condition 1 and in Payout Conditions 1.5 and 1.8.

"**Exempt Securities**" is as defined in Terms and Conditions of W&C Securities, paragraph 2.

"**Exercisable Certificates**" is as defined in the Collateral Security Conditions, Part A, Condition 10.7, in the Collateral Security Conditions, Part B, Condition 10.7 and in W&C Security Condition 34.7.

"**exercise**" is as defined in W&C Security Condition 24.4.

"**Exercise Amount**" is as defined in the Credit Security Conditions 8(a)(i) and the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Exercise Business Day**" is as defined in W&C Security Condition 20.

"**Exercise Cut-off Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Exercise Notice**" is as defined in W&C Security Condition 24.1(a), Condition 25.1, Condition 25.2 and Condition 25.3.

"**Exercise Notice Delivery Date**" is as defined in W&C Security Condition 25.10(c).

"**Exercise Price**" is as defined in OET Certificate Condition 1, in W&C Security Condition 1 and in Payout Condition 1.8.

"**Exhaustion Point**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Expenses**" is as defined in W&C Security Condition 11.2.

"**Expiration Date**" is as defined in W&C Security Condition 20.

"**Express Amount**" is as defined in Payout Condition 1.4.

"**Extended Physical Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Extended Redemption Date**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and in the Credit Security Conditions, Part B, Condition 6.

"**Extended Valuation Period**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and in the Credit Security Conditions, Part B, Condition 6.

"**Extension Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Extension Notice**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Extraordinary ETI Event**" is as defined in ETI Security Condition 4.

"**Extraordinary ETI Event Effective Date**" is as defined in ETI Security Condition 1.

"**Extraordinary ETI Event Notice**" is as defined in ETI Security Condition 6.1.

"**Extraordinary ETI Event Notification Date**" is as defined in ETI Security Condition 6.1.

"**Extraordinary Event**" is as defined in Share Security Condition 4.1.

"**Extraordinary Event Effective Date**" is as defined in Share Security Condition 1.

"**Extraordinary Fund Event''** is as defined in Fund Security Condition 2.

"**Extraordinary Fund Event Effective Date**" is as defined in Fund Security Condition 1.

"**Extraordinary Fund Event Notice**" is as defined in Fund Security Condition 4.1.

"**Extraordinary Fund Event Notification Date''** is as defined in Fund Security Condition 4.1.

"**Failure to Deliver due to Illiquidity**" is as defined in W&C Security Condition 15.1.

"**Failure to Deliver Settlement Price**" is as defined in W&C Security Condition 15.2(e).

"**Failure to Pay**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Fallback Bond**" is as defined in Inflation Index Security Condition 1.

"**Fallback Collateral**" is as defined in the Collateral Security Conditions, Part A, Collateral Security Condition 1 and Part B, Collateral Security Condition 1.

"**Fallback Condition**" is as defined in the Collateral Security Conditions, Part A, Collateral Security Condition 1 and Part B, Collateral Security Condition 1.

"**Fallback Determination Date**" is as defined in the Collateral Security Conditions, Part A, Collateral Security Condition 1 and Part B, Collateral Security Condition 1.

"**Fallback Settlement Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Fallback Settlement Method**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**FBF Agreement**" is as defined in W&C Security Condition 32(d)(ii).

"**FBF Rate**" is as defined in W&C Security Condition 32(d)(ii).

"**Fee**" is as defined in Payout Condition 1.5.

"**fees factor$_{(t)}$**" is as defined in Payout Condition 1.1(s).

"**fees**" is as defined in Payout Condition 1.1(s).

"**FI Basket 1**" is as defined in Payout Condition 3.2.

"**FI Basket 2**" is as defined in Payout Condition 3.2.

"**FI Constant Percentage 1**" is as defined in Payout Condition 3.6.

"**FI DC Barrier Value**" is as defined in Payout Condition 3.2.

"**FI Digital Cap Condition**" is as defined in Payout Condition 3.6.

"**FI Digital Cap Level**" is as defined in Payout Condition 3.6.

"**FI Digital Coupon Condition**" is as defined in Payout Condition 3.2.

"**FI Digital Floor Condition**" is as defined in Payout Condition 3.6.

"**FI Digital Floor Level**" is as defined in Payout Condition 3.6.

"**FI Digital Plus Condition**" is as defined in Payout Condition 3.6.

"**FI Digital Plus Level**" is as defined in Payout Condition 3.6.

"**FI Digital Value**" is as defined in Payout Condition 3.6.

"**FI Interest Valuation Date**" is as defined in Payout Condition 3.2.

"**FI Lower Barrier Level**" is as defined in Payout Condition 3.2.

"**FI Lower Barrier Level 2**" is as defined in Payout Condition 3.2

"**FI Rate**" is as defined in Payout Condition 3.2.

"**FI Rate A**" is as defined in Payout Condition 3.2.

"**FI Rate B**" is as defined in Payout Condition 3.2.

"**FI Redemption Valuation Date**" is as defined in Payout Condition 3.6.

"**FI Upper Barrier Level**" is as defined in Payout Condition 3.2.

"**FI Upper Barrier Level 2**" is as defined in Payout Condition 3.2.

"**FI Valuation Date**" is as defined in Payout Condition 3.6.

"**Final Calculation Date**" is as defined in ETI Security Condition 1.

"**Final Cash Value**" is as defined in Payout Condition 1.1(ii).

"**Final Coupon Rate**" is as defined in Payout Condition 3.6.

"**Final Day Count Fraction**" is as defined in Payout Condition 3.6.

"**Final Interest Period**" is as defined in Payout Condition 3.6.

"**Final Interest Pricing Date**" is as defined in Commodity Security Condition 1.

"**Final Interest Rate**" is as defined in Payout Condition3.5.

"**Final List**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Final List Publication Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Final Payout**" is as defined in Payout Condition 1.1, Payout Condition 3.3 and Payout Condition 2.2.

"**Final Price**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Final Price Calculation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Final Price Early**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Final Pricing Date**" is as defined in Commodity Security Condition 1.

"**Final Redemption Condition**" is as defined in Payout Condition 2.12.

"**Final Redemption Condition 1**" is as defined in Payout Condition 2.12.

"**Final Redemption Condition 2**" is as defined in Payout Condition 2.12.

"**Final Redemption Condition Level**" is as defined in Payout Condition 2.5(a).

"**Final Redemption Condition Level 2**" is as defined in Payout Condition 2.5(a).

"**Final Redemption Value**" is as defined in Payout Condition 2.12.

"**Final Security Value**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Final Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Final Settlement Price**" is as defined in Payout Condition 3.6.

"**Final Valuation Date**" is as defined in Preference Share Certificate Condition 1.

"**Financing Amount**$_{(t)}$" is as defined in Payout Condition 1.5.

"**Financing Rate**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Financing Rate$_{t-1}$**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Financing Rate Percentage**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Financing Rate Range**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Finnish Agency Agreement**" is as defined in Terms and Conditions of W&C Securities, paragraph 5.

"**Finnish Dematerialised Certificates**" is as defined in W&C Security Condition 28.

"**Finnish Dematerialised Securities**" is as defined in W&C Security Condition 1.

"**Finnish Dematerialised Warrants**" is as defined in W&C Security Condition 20.

"**Finnish Payment Date**" is as defined in the Collateral Security Conditions, Part A, Condition 11, Collateral Security Conditions, Part B, Condition 11 and in W&C Security Condition 35.1.

"**Finnish Record Date**" is as defined in the Collateral Security Conditions, Part A, Condition 11, Part B, Condition 11, Warrants in W&C Security Condition 25.7 and in respect of Finnish Dematerialised Certificates in W&C Security Condition 35.1.

"**Finnish Security Agent**" is as defined in Terms and Conditions of W&C Securities, paragraph 4.

"**First Entity**" is as defined in W&C Security Condition 1.

"**First Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**First Ranking**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**First Ranking Interest**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**First Traded Price**" is as defined in Index Security Condition 9.1.

"**Fixed Cap**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Fixed Interest Margin**" is as defined in Payout Condition 1.5.

"**Fixed Premium Amount Certificates**" is as defined in W&C Security Condition 33.2.

"**Fixed Rate Certificates**" is as defined in W&C Security Condition 32.

"**Floating Rate**" is as defined in Underlying Interest Rate Security Condition 2 and in W&C Security Condition 32(d)(ii).

"**Floating Rate Certificates**" is as defined in W&C Security Condition 32.

"**Floating Rate Option**" is as defined in Underlying Interest Rate Security Condition 2 and in W&C Security Condition 32(d)(i).

"**Floor**" is as defined in Payout Condition 3.2 and 3.6.

"**Floor Percentage**" is as defined in Payout Condition 2.12.

"**Force Majeure Event**" is as defined in W&C Security Condition 15.1.

"**Form of Auction Settlement Terms**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Formula**" is as defined in Payout Condition 4.

"**Formula Constituent**" is as defined in Payout Condition 4.

"**Forward**" is as defined in Payout Condition 2.2(b), 2.2(e)(i)(C) and 2.2(e)(ii)(D).

"**FR Athena up Rate**" is as defined in Payout Condition 2.5(b).

"**FR Barrier Value**" is as defined in Payout Condition 2.12.

"**FR Barrier Value 2**" is as defined in Payout Condition 2.12.

"**FR Calculation Period**" is as defined in Payout Condition 2.5(b).

"**FR Cap Percentage**" is as defined in Payout Condition 2.5(b).

"**FR Constant Percentage**" is as defined in Payout Condition 2.5(b).

"**FR CSN Rate**" is as defined in Payout Condition 2.5(b).

"**FR Day Count Fraction**" is as defined in Payout Condition 2.5(b).

"**FR Exit Rate**" is as defined in Payout Condition 2.5(b).

"**FR Floor Percentage**" is as defined in Payout Condition 2.5(b).

"**FR Gearing**" is as defined in Payout Condition 2.5(b).

"**FR Rate**" is as defined in Payout Condition 2.5(b).

"**FR Redemption Percentage**" is as defined in Payout Condition 2.5(b).

"**FR Reference Rate**" is as defined in Payout Condition 2.5(b).

"**FR Spread**" is as defined in Payout Condition 2.5(b).

"**FR Strike Percentage**" is as defined in Payout Condition 2.5(b).

"**FR Value**" is as defined in Payout Condition 2.5(b).

"**Frankfurt Certificate Agent**" is as defined in the fourth paragraph of the Terms and Conditions of the W&C Securities.

"**Frankfurt Warrant Agent**" is as defined in the fourth paragraph of the Terms and Conditions of the W&C Securities.

"**freely tradable**" is as defined in W&C Security Condition 5.4.

"**French Law Agency Agreement**" is as defined in Terms and Conditions of W&C Securities, paragraph 7.

"**French Law Certificates**" is as defined in W&C Security Condition 28.

"**French Law Securities**" is as defined in W&C Security Condition 1.

"**French Law Warrants**" is as defined in W&C Security Condition 20.

"**French Security Agent**" is as defined in Terms and Conditions of W&C Securities, paragraph 4.

"**Full Quotation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Fully Transferable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Fund**" is as defined in Fund Security Condition 1 and Condition 2.37(i).

"**Fund Basket**" is as defined in Fund Security Condition 1.

"**Fund Business Day**" is as defined in Fund Security Condition 1.

"**Fund Business Day (All Fund Shares Basis)**" is as defined in Fund Security Condition 1.

"**Fund Business Day (Single Fund Share Basis)**" is as defined in Fund Security Condition 1.

"**Fund Collateral Securities**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 5.

"**Fund Documents**" is as defined in Fund Security Condition 1.

"**Fund Securities**" is as defined in W&C Security Condition 2.1.

"**Fund Security Conditions**" is as defined in Annex 9, paragraph 1.

"**Fund Service Provider**" is as defined in Fund Security Condition 1.

"**Fund Share(s)**" is as defined in Fund Security Condition 1 and Condition 2.37(ii).

"**Fund Valuation Date**" is as defined in Fund Security Condition 1.

"**Further Subordinated Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Future**" or "**Futures**" is as defined in Futures Security Condition 1.

"**Futures Adjustment Event**" is as defined in Futures Security Condition 3.1.

"**Futures Contract**" is as defined in Commodity Security Condition 1.

"**Futures Correction Period**" is as defined in Futures Security Condition 1.

"**Futures De-Listing**" is as defined in Futures Security Condition 3.1.

"**Futures Modification**" is as defined in Futures Security Condition 3.1.

"**Futures OET Certificate**" is as defined in W&C Security Condition 1.

"**Futures or Options Exchange**" is as defined in Index Security Condition 9.1 and in Debt Security Condition 6.

"**Futures Replacement**" is as defined in Futures Security Condition 3.1.

"**Futures Rollover Adjustment Amount**" is as defined in OET Certificate Condition 1 and in Payout Conditions 1.5 and 1.8.

"**Futures Rollover Date**" is as defined in Commodity Security Condition 1, in Index Security Condition 9.1 and in Debt Security Condition 6.

"**Futures Rollover Period**" is as defined in Commodity Security Condition 1, in Index Security Condition 9.1, and in Debt Security Condition 6.

"**Futures Securities**" is as defined in W&C Security Condition 2.1.

"**Futures Security Conditions**" is as defined in Annex 10, paragraph 1.

"$\mathbf{FX_{(i)}}$" is as defined in Payout Condition 2.4(a), 2.4(b) and 2.4(c);

"$\mathbf{FX_{(k,i)}}$" is as defined in Payout Condition 2.4(d).

"$\mathbf{Fx_{(t)}}$" is as defined in Payout Condition 1.1(s).

"$\mathbf{Fx_{(t0)}}$" is as defined in Payout Condition 1.1(s).

"**FX Averaging Date**" is as defined in Currency Security Condition 1.

"**FX Digital Level**" is as defined in Currency Security Condition 1.

"**FX Digital Observation Date**" is as defined in Currency Security Condition 1.

"**FX Knock-in Level**" is as defined in Currency Security Condition 1.

"**FX Knock-out Level**" is as defined in Currency Security Condition 1.

"**FX Settlement Disruption Currency**" is as defined in W&C Security Condition 5.6(vi).

"**FX Settlement Disruption Cut-off Date**" is as defined in W&C Security Condition 5.6(ii)(A).

"**FX Settlement Disruption Event**" is as defined in W&C Security Condition 5.6(vi).

"**FX Settlement Disruption Exchange Rate**" is as defined in W&C Security Condition 5.6(vi).

"**FX Settlement Disruption Expenses**" is as defined in W&C Security Condition 5.6(vi).

"**FX Settlement Disruption Notice**" is as defined in W&C Security Condition 5.6(i).

"**FX Value**" is as defined in Payout Condition 2.6(a).

"**FX Weighting**" is as defined in Payout Condition 3.6.

"**G**" is as defined in Payout Condition 3.6.

"**GDR**" is as defined in Share Security Condition 8.

"**GDR/ADR**" is as defined in W&C Security Condition 2.1.

"**GDRs**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities Condition 2(f).

"**Gear Down**" is as defined in Payout Condition 2.12.

"**Gear Up 1**" is as defined in Payout Condition 2.12.

"**Gear Up 2**" is as defined in Payout Condition 2.12.

"**Gearing**" is as defined in Payout Condition 2.12 and Payout Condition 3.6.

"**Gearing A**" is as defined in Payout Condition 3.6.

"**Gearing B**" is as defined in Payout Condition 3.6.

"**Gearing Down**" is as defined in Payout Condition 2.12.

"**Gearing Up**" is as defined in Payout Condition 2.12.

"**General Meeting**" is as defined in W&C Security Condition 9.4(b)(i).

"**Global Cap A**" is as defined in Payout Condition 3.2.

"**Global Cap B**" is as defined in Payout Condition 3.2.

"**Global Certificate**" is as defined in W&C Security Condition 29.

"**Global Floor A**" is as defined in Payout Condition 3.2.

"**Global Floor B**" is as defined in Payout Condition 3.2.

"**Global Floor Percentage**" is as defined in Payout Condition 2.12.

"**Global Margin**" is as defined in Payout Condition 3.2.

"**Global Security**" is as defined in W&C Security Condition 1.

"**Global Warrant**" is as defined in W&C Security Condition 21.

"**Government Authority**" is as defined in W&C Security Condition 15.1 and in the Credit Security Conditions, Part A, Condition 10.

"**Governmental Authority**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Governmental Intervention**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Grace Period**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6, in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Grace Period Business Day**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Grace Period Extension Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Greatest Basket Value**" is as defined in Payout Condition 2.7(b).

"**Greatest Best Intraday Value**" is as defined in Payout Condition 2.7(b).

"**Greatest Rainbow Value**" is as defined in Payout Condition 2.7(b).

"**Greatest Underlying Reference Intraday Value**" is as defined in Payout Condition 2.7(a).

"**Greatest Underlying Reference Value**" is as defined in Payout Condition 2.7(a).

"**Greatest Worst Value**" is as defined in Payout Condition 2.7(b).

"**Gross $\mathbf{div_{(ti)}}$**" is as defined in Payout Condition 1.1(s).

"**Guarantee**" is as defined in W&C Security Condition 1.

"**Guaranteed Cash Settlement Amount**" is as defined in W&C Security Condition 4.

"**Guarantor**" is as defined in W&C Security Condition 1.

"**Haircut**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Hedge**" is as defined in W&C Security Condition 15.1.

"**Hedge Counterparty**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Hedge Disruption Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Hedge Fund**" is as defined in Fund Security Condition 1.

"**Hedge Provider**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Hedge Transaction**" is as defined in the Collateral Security Conditions, Part A, Condition 1 and in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Hedging Cost**" is as defined in Payout Condition 1.5.

"**Hedging Date**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Hedging Disruption**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and W&C Security Condition 15.1.

"**Hedging Disruption Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Hedging Failure**" is as defined in the Collateral Security Conditions, Part B, Collateral Security Condition 7.1(c).

"**Hedging Failure Determination Date**" is as defined in the Collateral Security Conditions, Part B, Collateral Security Condition 1.

"**Hedging Shares**" is as defined in ETI Security Condition 1 and in W&C Security Condition 15.1.

"**Holder**" is as defined in W&C Security Condition 2.2, Condition 23 (in the case of Registered Warrants) and Condition 31 (in the case of Registered Certificates).

"**holder of Certificates**" is as defined in W&C Security Condition 31.

"**Holder of Securities**" is as defined in W&C Security Condition 2.2.

"**Holder Priority of Payments**" is as defined in the Collateral Security Conditions, Part A and Part B, Condition 1.

"**Hybrid Securities**" is as defined in W&C Security Condition 2.1.

"**Hypothetical Investor**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"***i***" is as defined in Payout Condition 2.12.

"**i**" is as defined in Payout Condition 1.4.

"**Iberclear**" is as defined in W&C Security Condition 1.

"**Illiquidity**" is as defined in Share Security Condition 4.1.

"**Illiquidity Disruption**" is as defined in Currency Security Condition 1.

"**Implicit Portfolio Size**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Implied Embedded Option Value Determination Date**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Implied Embedded Option Value**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Increased Cost of Collateral Assets**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 7.1(c).

"**Increased Cost of Hedging**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and W&C Security Condition 15.1.

"**Increased Cost of Stock Borrow**" is as defined in W&C Security Condition 15.1.

"**Incurred Loss Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Incurred Recovery Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Index**" and "**Indices**" is as defined in Index Security Condition 1.

"**$\text{Index}_t$**" is as defined in Payout Condition 2.6(a).

"**$\text{Index}_{t-1}$**" is as defined in Payout Condition 2.6(a).

"**Index Adjustment Event**" is as defined in Index Security Condition 3.2.

"**Index Cancellation**" is as defined in Index Security Condition 3.2 and Inflation Index Security Condition 1.

"**Index Component**" is as defined in Commodity Security Condition 1 and Commodity Security Condition 3(b).

"**Index Component Disruption Event**" is as defined in Commodity Security Condition 1.

"**Index Correction Period**" is as defined in Index Security Condition 1.

"**Index Disruption**" is as defined in Index Security Condition 3.2.

"**Index Modification**" is as defined in Index Security Condition 3.2 and in Inflation Index Security Condition 1.

"**Index OET Certificate**" is as defined in W&C Security Condition 1.

"**Index Securities**" is as defined in W&C Security Condition 2.1.

"**Index Security Conditions**" is as defined in Index Security Conditions, paragraph 1.

"**Index Share**" is as defined in OET Certificate Condition 1.

"**Index Sponsor**" is as defined in the Credit Security Conditions, Part A-1, Condition 10, in Index Security Condition 1, in Index Security Condition 8 and in Inflation Index Security Condition 1.

"**Indicative Quotation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Inflation Index**" or "**Inflation Indices**" is as defined in Inflation Index Security Condition 1.

"**Inflation Index$_{(base)}$**" is as defined in Payout Condition 3.6.

"**Inflation Index Securities**" is as defined in W&C Security Condition 2.1.

"**Inflation Index Security Conditions**" is as defined in Annex 7, paragraph 1.

"**Inflation Rate**" is as defined in Payout Condition 3.6.

"**Initial Calculation Date**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Initial Interest Pricing Date**" is as defined in Commodity Security Condition 1.

"**Initial Posting Date**" is as defined in the Collateral Security Conditions, Part B, Condition 1 and in the Collateral Security Conditions, Part C, Condition 9.3.

"**Initial Pricing Date**" is as defined in Commodity Security Condition 1.

"**Initial Settlement Price**" is as defined in Payout Condition 3.6.

"**Initial Stock Loan Rate**" is as defined in W&C Security Condition 15.1.

"**Initial Valuation Date**" is as defined in Preference Share Certificate Condition 1.

"**Insolvency**" is as defined in Share Security Condition 4.1.

"**Insolvency Filing**" is as defined in W&C Security Condition 15.1.

"**Interbank Rate 1**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Interbank Rate 1 Screen Page**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Interbank Rate 1 Specified Time**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Interbank Rate 2**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Interbank Rate 2 Screen Page**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Interbank Rate 2 Specified Time**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Interest**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Interests**" is as defined in ETI Security Condition 1.

"**Interest Amount**" is as defined in W&C Security Conditions 32(b)(iv) or 32(c)(iii).

"**Interest Determination Date**" is as defined in W&C Security Conditions 32(b)(iv) or 32(c)(iii).

"**Interest Period End Date**" is as defined in W&C Security Condition 32(b)(i).

"**Interest Period End Final Date**" is as defined in W&C Security Condition 32(a) and Condition 32(b)(i).

"**Interest Pricing Date**" is as defined in Commodity Security Condition 1.

"**Interest Shortfall Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Interest Shortfall Payment Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Intermediary**" is as defined in W&C Security Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates);

"**Intervening Period**" is as defined in W&C Security Condition 35.2(d).

"**Intraday Level**" is as defined in Index Security Condition 1 and in Index Security Condition 8.

"**Intraday Price**" is as defined in Share Security Condition 1, ETI Security Condition 1 and Commodity Security Condition 1.

"**Investment/AUM Level**" is as defined in ETI Security Condition 1.

"**Investor Representation Letter**" is as defined in W&C Security Condition 2.4.

"**ISDA**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 , Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex, Credit Security Conditions, Part B, Condition 6 and Collateral Security Conditions, Part A and Part C, Condition 8.6.

"**ISDA Definitions**" is as defined in Underlying Interest Rate Security Condition 2 and in W&C Security Condition 32(d)(i).

"**ISDA Form**" is as defined in Payout Condition 1.7.

"**Issuer**" as defined in Terms and Conditions of W&C Securities, paragraph 3, in the Collateral Security Conditions, Part A and Part B, Condition 1.

"**Italian Dematerialised Certificates**" is as defined in W&C Security Condition 1 and in W&C Security Condition 28.

"**Italian Dematerialised Securities**" is as defined in W&C Security Condition 1.

"**Italian Dematerialised Warrants**" is as defined in W&C Security Condition 1 and in W&C Condition 20.

"**Italian Listed Certificates**" is as defined in W&C Security Condition 28.

"**Italian Listed Securities**" is as defined in W&C Security Condition 1.

"**Italian Listed Warrants**" is as defined in W&C Security Condition 20.

"**Italian Securities Reference Price**" is as defined in Share Security Condition 1.

"**Italian Security Agent**" is as defined in Terms and Conditions of W&C Securities, paragraph 4.

"***j***" is as defined in Payout Condition 2.12.

"**Joint Relevant Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 6(a)(iv).

"**Joint Potential Successor**" is as defined in the Credit Security Conditions, Part A-1, Condition 6(a)(iv).

"**July 2009 Supplement**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex and the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Jurisdiction Event**" is as defined in W&C Security Condition 15.1.

"***k***" is as defined in Payout Condition 2.12.

"**Knock-in Averaging Date**" is as defined in Currency Security Condition 1.

"**Knock-in Determination Day**" is as defined in W&C Security Condition 16.7.

"**Knock-in Determination Period**" is as defined in W&C Security Condition 16.7.

"**Knock-In Event**" is as defined in W&C Security Condition 16.7.

"**Knock-In Level**" is as defined in W&C Security Condition 16.7.

"**Knock-in Observation Date**" is as defined in Currency Security Condition 1.

"**Knock-in Observation Price Source**" is as defined in W&C Security Condition 16.7.

"**Knock-in Period Beginning Date**" is as defined in W&C Security Condition 16.7.

"**Knock-in Period Ending Date**" is as defined in W&C Security Condition 16.7.

"**Knock-in Range Level** " is as defined in W&C Security Condition 16.7.

"**Knock-in Valuation Time**" is as defined in W&C Security Condition 16.7.

"**Knock-out Averaging Date**" is as defined in Currency Security Condition 1.

"**Knock-out Determination Day**" is as defined in W&C Security Condition 16.7.

"**Knock-out Determination Period**" is as defined in W&C Security Condition 16.7.

"**Knock-out Event**" is as defined in W&C Security Condition 16.7.

"**Knock-out Level**" is as defined in W&C Security Condition 16.7.

"**Knock-out Observation Date**" is as defined in Currency Security Condition 1.

"**Knock-out Observation Price Source**" is as defined in W&C Security Condition 16.7.

"**Knock-out Period Beginning Date**" is as defined in W&C Security Condition 16.7.

"**Knock-out Period Ending Date**" is as defined in W&C Security Condition 16.7.

"**Knock-out Range Level**" is as defined in W&C Security Condition 16.7.

"**Knock-out Valuation Time**" is as defined in W&C Security Condition 16.7.

"**Knock-out Value**" is as defined in W&C Security Condition 16.7.

"**L**" is as defined in Payout Condition 1.4.

"**Largest Asset Package**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Latest Credit Security Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Latest Level**" is as defined in Inflation Index Security Condition 2(b).

"**Latest Maturity Restructured Bond**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Latest Permissible Physical Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Legacy Reference Entity**" is as defined in the Credit Security Conditions, Part A-1, Condition 6(b)(ii) and Part A-2, Condition 6(b)(ii).

"**Level**" is as defined in W&C Security Condition 16.7.

"**LIBOR**" is as defined in W&C Security Condition 32(d)(i)(C).

"**Limitation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Limited Diversification**" is as defined in the Collateral Security Conditions, Part C, Condition 1.

"**Limit Price Event**" is as defined in the Commodity Security Conditions, Condition 1.

"**Linear Basket Credit Certificate**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Linear Basket Credit Notes**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Linear Basket Credit Securities**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Linear Basket Credit Warrant**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Linked Interest Certificates**" is as defined in W&C Security Condition 32.

"**Linked Note Collateral**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 3(a).

"**Linked Premium Amount Certificates**" is as defined in W&C Security Condition 33.2.

"**Listed**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Listing Change**" is as defined in Share Security Condition 4.1.

"**Listing Date**" is as defined in Payout Condition 1.4.

"**Listing Suspension**" is as defined in Share Security Condition 4.1.

"**Loan**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Loan Collateral**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 3(d).

"**Loan Participation Note Collateral**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 3(c).

"**Local Business Day**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Local Cap**" is as defined in Payout Condition 3.2.

"**Local Cap Percentage**" is as defined in Payout Condition 2.12.

"**Local Currency**" is as defined in W&C Security Condition 15.1.

"**Local Floor**" is as defined in Payout Condition 3.2.

"**Local Floor Percentage**" is as defined in Payout Condition 2.12.

"**Local Time**" is as defined in W&C Security Condition 1.

"**London Business Day**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Loss Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Loss of Stock Borrow**" is as defined in W&C Security Condition 15.1 and in ETI Security Condition 1.

"**Loss Percentage**" is as defined in Payout Condition 2.12.

"**Loss Threshold Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Lower Level**" is as defined in Payout Condition 1.4.

"**Lowest Basket Value**" is as defined in Payout Condition 2.8(b).

"**Lowest Best Value**" is as defined in Payout Condition 2.8(b).

"**Lowest Rainbow Value**" is as defined in Payout Condition 2.8(b).

"**Lowest Underlying Reference Intraday Value**" is as defined in Payout Condition 2.8(a).

"**Lowest Underlying Reference Value**" is as defined in Payout Condition 2.8(a).

"**Lowest Worst Intraday Value**" is as defined in Payout Condition 2.8(b).

"**Lowest Worst Value**" is as defined in Payout Condition 2.8(b).

"**LPN**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**LPN Issuer**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**LPN Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Luxembourg or Brussels time**" is as defined in W&C Security Condition 24.4.

"**m**" is as defined in Payout Condition 2.12.

"**M**" is as defined in Payout Condition 2.12.

"**Madrid Security Agent**" is as defined in Terms and Conditions of W&C Securities, paragraph 4.

"**Manual Exercise**" is as defined in W&C Security Conditions 24.1(a).

"**Market Disruption Event**" is as defined in Index Security Condition 2, in Share Security Condition 2, ETI Security Condition 2, Debt Security Condition 3, Commodity Security Condition 1 and Futures Security Condition 2.

"**Material Change in Content**" is as defined in Commodity Security Condition 1.

"**Material Change in Formula**" is as defined in Commodity Security Condition 1.

"**Maturity Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Maximum Hedging Cost**" is as defined in Payout Condition 1.5.

"**Maximum Maturity**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Maximum Payout Amount**" is as defined in Payout Condition 1.4.

"**Maximum Stock Loan Rate**" is as defined in ETI Security Condition 1 and in W&C Security Condition 15.1.

"**Merger Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 , Share Security Condition 4.1, ETI Security Condition 1 and Fund Security Condition 1.

"**Merger Event Redemption Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**MID**" is as defined in Share Security Condition 4.1.

"**Min Coupon**" is as defined in Payout Condition 2.12.

"**Minimum Quotation Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**M(M)R Restructuring**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Modified Eligible Transferee**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Modified Postponement**" is as defined in W&C Security Condition 28.

"**Modified Restructuring Maturity Limitation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Modified Value$_{(k)}$**" is as defined in Payout Condition 2.2(k).

"**Modified Value$_{(i,k)}$**" is as defined in Payout Condition 2.1(i).

"**Monte Titoli**" is as defined in W&C Security Condition 21 (in the case of Warrants) and Condition 29 (in the case of Certificates).

"**Moody's**" is as defined in ETI Security Condition 4.25 and Fund Security Condition 2.37.

"**Movement Option Cut-Off Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**MTM Adjustable Assets**" is as defined in the Collateral Security Conditions, Part B, Condition 1 and in the Collateral Security Conditions, Part C, Condition 9.3.

"**MTM Collateralisation Element**" is as defined in the Collateral Security Conditions, Part B, Condition 1 in the Collateral Security Conditions, Part C, Condition 9.3.

"**MTM Security Enforcement Proceeds**" is as defined in the Collateral Security Conditions, Part B, Condition 1 in the Collateral Security Conditions, Part C, Condition 9.3.

"**MTM Value**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Multi-Exchange Index**" is as defined in Index Security Condition 1.

"**Multiple Holder Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Multiple Underlying Interest Rate Gearing**" is as defined in Payout Condition 3.2.

"**Multiple Underlying Interest Rate**" is as defined in Payout Condition 3.6.

"**Multiple Underlying Reference Rate**" is as defined in Payout Condition 3.2.

"**Multiple Underlying Reference Rate Value**" is as defined in W&C Security Condition 34.9.

"**Mutual Fund**" is as defined in Fund Security Condition 1.

"**n**" is as defined in Payout Condition 3.1(d), in Payout Condition 1.4 and in Payout Condition 2.1(d).

"**N**" is as defined in Payout Condition 2.1(e), Payout Condition 3.1(d) and the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**NA**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6, in the Credit Security Conditions, Part B, Condition 6, in Payout Condition 2.12 and in Payout Condition 3.6.

"**National Currency Unit**" is as defined in W&C Security Condition 17(b).

"**Nationalisation**" is as defined in Share Security Condition 4.1.

"**NAV per Fund Share**" is as defined in Fund Security Condition 1.

"**NAV Trigger Event**" is as defined in Fund Security Condition 1.

"**NAV Trigger Percentage**" is as defined in Fund Security Condition 1.

"**NAV Trigger Period**" is as defined in Fund Security Condition 1.

"**Nearby Month**" is as defined in Commodity Security Condition 1.

"**nEDS**" is as defined in Payout Condition 2.2(b) and 2.2(e)(i).

"**nEnd days**" is as defined in Payout Condition 2.12.

"**New York Security Agent**" is as defined in Terms and Conditions of W&C Securities, paragraph 4.

"**New York time**" is as defined in W&C Security Condition 24.4.

"**Next Currency Fixing Time**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**nfixed**" is as defined in Payout Condition 2.5(a).

"**No Auction Announcement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Nominal Value Collateralisation Element**" is as defined in the Collateral Security Conditions, Part B, Condition 1 in the Collateral Security Conditions, Part C, Condition 9.3.

"**nominal value**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Non Recovered Loss**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and in the Credit Security Conditions, Part B, Condition 6.

"**Non-Capped Reference Entity**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Non-Commencement or Discontinuance of the Exchange-traded Contract**" is as defined in Index Security Condition 9.1 and in Debt Security Condition 6.

"**Non-Conforming Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Non-Conforming Substitute Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Non-Financial Instrument**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Non-Principal Protected Termination Amount**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Non-Standard Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Non-Transferable Instrument**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**NOPS Amendment Notice**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**NOPS Cut-off Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**NOPS Effective Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Not Bearer**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Not Contingent**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Not Domestic Currency**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Not Domestic Issuance**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Not Domestic Law**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Not Sovereign Lender**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Not Subordinated**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Notice Delivery Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Notice Delivery Period**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Notice of Physical Settlement**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Notice of Publicly Available Information**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Notice Period**" is as defined in the W&C Security Conditions 34.3 and 34.4, in the Collateral Security Conditions, Part A, Condition 10.3 or 10.4, in the Collateral Security Conditions, Part B, Condition 10.3 or 10.4.

"**Notional Credit Derivative Transaction**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Notional Value Collateral Asset Linked Securities**" is as defined in the Collateral Security Conditions, Part B, Collateral Security Condition 9.1.

"**nStart days**" is as defined in Payout Condition 2.12.

"**Nth**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Nth-to-Default Credit Certificate**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Nth-to-Default Credit Note**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Nth-to-Default Credit Warrant**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Number (k,i)**" is as defined in Payout Condition 2.4;

"**Number of NAV Publication Days**" is as defined in Fund Security Condition 1.

"**Number of Value Publication Days**" is as defined in ETI Security Condition 1.

"**Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Obligation Acceleration**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Obligation Category**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Obligation Characteristic**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Obligation Currency**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Obligation Default**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Observation Date**" is as defined in Index Security Condition 8, in W&C Security Condition 20 (in the case of Warrants), W&C Security Condition 28 (in the case of Certificates), in Currency Security Condition 1 and in Fund Security Condition 1.

"**Observation Period**" is as defined in Index Security Condition 8, in W&C Security Condition 20 (in the case of Warrants), W&C Security Condition 28 (in the case of Certificates) and in Fund Security Condition 1.

"**Observation Price**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Observation Price Source**" is as defined in OET Certificate Condition 1, in Payout Conditions 1.4 and 1.8 and in W&C Security Condition 25.12.

"**Observation Time(s)**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**OET Certificate**" is as defined in W&C Security Condition 1.

"**OET Certificate Conditions**" is as defined in OET Certificate Conditions, paragraph 1.

"**Officer's Certification**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Official Settlement Price**" is as defined in Index Security Condition 9.1.

"**Omission**" is as defined in W&C Security Condition 28.

"**Open End Certificate**" is as defined in W&C Security Condition 28.

"**Operator**" is as defined in W&C Security Condition 2.2.

"**Option**" is as defined in the Collateral Security Conditions, Part A, Condition 1, Part B, Condition 1 and Part C, Condition 9.3, in Payout Condition 3.3(a), in Payout Condition 2.2(b)(i), in Payout Condition 2.2(e)(i)(C) and in Payout Condition 2.2(e)(ii)(D).

"**Option Down**" is as defined in Payout Condition 2.2(f)(vi) and 2.2(f)(vii).

"**Option Hedging Date**" is as defined in Payout Condition 1.7.

"**Option Up**" is as defined in Payout Condition 2.2(f)(vi) and 2.2(f)(vii).

"**Option Value Amount**" is as defined in the Collateral Security Conditions, Part A, Condition 1.

"**Optional Additional Disruption Event**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 7.1(e) and in W&C Security Condition 15.1.

"**Optional Redemption Amount**" is as defined in the Collateral Security Conditions, Part A, Condition 10.3. or 10.4, in the Collateral Security Conditions, Part B, Condition 10.3 or 10.4 and in W&C Security Conditions 34.3 and 34.4.

"**Optional Redemption Date**" is as defined in the Collateral Security Conditions, Part A, Condition 10.3 or 10.4, and in the Collateral Security Conditions, Part B, Condition 10.3 or 10.4.

"**Optional Redemption Valuation Date**" is as defined in the Collateral Security Conditions, Part A, Condition 10.3or 10.4, in the Collateral Security Conditions, Part B, Condition 10.3 or 10.4 and in the Collateral Security Conditions, Part B, Condition 10.3 or 10.4.

"**Options Exchange**" is as defined in Share Security Condition 4.2(e) and ETI Security Condition 6.2(a)(ii).

"**Original Bonds**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Original Currency**" is as defined in W&C Security Condition 17(a)(ii).

"**Original Loans**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Original Non-Standard Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Outstanding Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Outstanding Notional Amount**" or "**ONA**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and in the Credit Security Conditions, Part B, Condition 6.

"**Outstanding Principal Balance**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Outstanding Principal/Notional Amount** is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Paid Coupon**" is as defined in Payout Condition 3.2.

"**Paid FX Memory Coupons**" is as defined in Payout Condition 3.1(f).

"**Package Observable Bond**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Parallel Auction**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Parallel Auction Cancellation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Parallel Auction Final Price Determination Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Parallel Auction Settlement Terms**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Parallel Notice of Physical Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Paris Business Day**" is as defined in W&C Security Condition 32(f).

"**Parity**" is as defined in OET Certificate Condition 1 and in Payout Conditions 1.4 and 1.8.

"**Parity Entitlement Amount**" is as defined in Payout Condition 1.7.

"**Partial Cash Settlement Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Partial Cash Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Partial Collateralisation Level**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Partial Nominal Amount**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Participating Bidders**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Participation Factor**" is as defined in Payout Condition 1.4.

"**Payment**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Payment Date**" is as defined in the Collateral Security Conditions, Part A, Condition 11, in the Collateral Security Conditions, Part B, Condition 11, in the Collateral Security Conditions, Part B, Condition 11 and in W&C Security Condition 35.1.

"**Payment Requirement**" is as defined in the Collateral Security Conditions, Part A, Condition 11, Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Payout Conditions**" is as defined in Annex 1, paragraph 1.

"**Payout Currency**" is as defined in Payout Condition 2.12.

"**Payout FX Closing Price Value**" is as defined in Payout Condition 2.12.

"**Payout FX Rate Date**" is as defined in Payout Condition 2.12.

"**Payout FX Rate Strike Date**" is as defined in Payout Condition 2.12.

"**Payout FX Strike Closing Price Value**" is as defined in Payout Condition 2.12.

"**Payout FX Value**" is as defined in Payout Condition 2.12.

"**Performance**" is as defined in Payout Condition 2.6(b).

"**Performance Value**" is as defined in Payout Condition 3.6.

"**Permanent Global Certificate**" is as defined in W&C Security Condition 29.

"**Permanent Global Warrant**" is as defined in W&C Security Condition 21.

"**Permissible Deliverable Obligations**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Permitted Contingency**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Permitted Currency**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Permitted Transfer**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Pfandbriefe Collateral**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 3(g).

"**Physical Delivery Certificates**" is as defined in W&C Security Condition 30.

"**Physical Delivery of Collateral**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Physical Delivery Securities**" is as defined in W&C Security Condition 1.

"**Physical Delivery Warrants**" is as defined in W&C Security Condition 22.

"**Physical Portion Assets**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Physical Portion Percentage**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Physical Settlement Adjustment**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Physical Settlement Adjustment Rounding Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Physical Settlement Buy Request**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Physical Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Physical Settlement Matrix**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Physical Settlement Period**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Physical Settlement Sell Request**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Physically Settled Portion**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Placed Secured Securities**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Pledge**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Pledge Agreement**" is as defined in the Collateral Security Conditions, Part A, Condition 3.2, Part B and Part C, Condition 3.2.

"**Pool Aggregate Final Security Value**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Post Dismissal Additional Period**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Postponed Settlement Date**" is as defined in Fund Security Condition 5.

"**Postponement**" is as defined in W&C Security Condition 28.

"**Potential Adjustment Event**" is as defined in Share Security Condition 3 and ETI Security Condition 3.

"**Potential Adjustment Event Effective Date**" is as defined in Share Security Condition 3 and ETI Security Condition 3.

"**Potential Cash Settlement Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Potential Failure to Pay**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6, Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions Part B, Condition 6.

"**Potential Repudiation/Moratorium**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**PRDC Performance**" is as defined in Payout Condition 3.1(h).

"**Preference Share Certificate Conditions**" is as defined in Annex 14, paragraph 1.

"**Preference Share Issuer**" is as defined in the Annex to the Additional Terms and Conditions for Preference Share Certificates and in Preference Share Certificate Condition 1.

"**Preference Share Redemption Valuation Date**" is as defined in Preference Share Certificate Condition 1.

"**Preference Share Underlying**" is as defined in the Annex to the Additional Terms and Conditions for Preference Share Certificates.

"**Preference Share Value**" is as defined in Preference Share Certificate Condition 1 and in Preference Share Certificate Condition 6.

"**Premium Amount**" is as defined in W&C Security Condition 33.5.

"**Premium Amount Payment Date**" is as defined in W&C Security Condition 33.5.

"**Premium Amount Period**" is as defined in W&C Security Condition 33.5.

"**Premium Percentage**" is as defined in Payout Condition 1.4.

"**Price Source**" is as defined in Commodity Security Condition 1 and Currency Security Condition 1.

"**Price Source Disruption**" is as defined in Commodity Security Condition 1 and Currency Security Condition 1.

"**Pricing Date**" is as defined in Commodity Security Condition 1.

"**Principal Protected Termination Amount**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Principal Security Agent**" is as defined in Terms and Conditions of W&C Securities, paragraph 4.

"**Prior Deliverable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Prior Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Priority of Payments**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Private Equity Fund**" is as defined in Fund Security Condition 1.

"**Private Placement Definitive Certificates**" is as defined in W&C Security Condition 29.

"**Private Placement Definitive Securities**" is as defined in W&C Security Condition 1.

"**Private Placement Definitive Warrant**" is as defined in W&C Security Condition 21.

"**Private Placement Register**" is as defined in W&C Security Condition 2.2.

"**Private-side Loan**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Proceedings**" is as defined in W&C Security Condition 14.2.

"**Prohibited Action**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Prospectus Directive**" is as defined in Terms and Conditions of the W&C Securities, paragraph 2.

"**Protected Amount**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Protection Factor**" is as defined in Payout Condition 1.4.

"**Protection Level**" is as defined in Payout Condition 1.4.

"$\mathbf{P_{SD}}$" is as defined in Payout Condition 1.7.

"**Public Source**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Publicly Available Information**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Put**" is as defined in Payout Condition 2.2(b)(i), in Payout Condition 2.2(e)(i)(C), in Payout Condition 2.2(e)(ii)(D), in Payout Condition 2.2(f)(vi) and in Payout Condition 2.2(f)(vii).

"**Put Athena up Rate**" is as defined in Payout Condition 2.3(f).

"**Put Calculation Period**" is as defined in Payout Condition 2.3(f).

"**Put Cap Percentage**" is as defined in Payout Condition 2.3(f).

"**Put Constant Percentage**" is as defined in Payout Condition 2.3(f).

"**Put CSN Rate**" is as defined in Payout Condition 2.3(f).

"**Put Exit Rate**" is as defined in Payout Condition 2.3(f).

"**Put Floor Percentage**" is as defined in Payout Condition 2.3(f).

"**Put Gearing**" is as defined in Payout Condition 2.3(f).

"**Put Notice**" is as defined in the Collateral Security Conditions, Part A, Condition 10.4, in the Collateral Security Conditions, Part B, Condition 10.4 and in W&C Security Condition 34.4.

"**Put Payout**" is as defined in Payout Condition 1.3.

"**Put Rate**" is as defined in Payout Condition 2.3(f).

"**Put Redemption Percentage**" is as defined in Payout Condition 2.3(f).

"**Put Reference Rate**" is as defined in Payout Condition 2.3(f).

"**Put Spread**" is as defined in Payout Condition 2.2(b)(i), in Payout Condition 2.2(e)(i)(C) and in Payout Condition 2.2(e)(ii)(D).

"**Put Spread Percentage**" is as defined in Payout Condition 2.3(f).

"**Put Strike Percentage**" is as defined in Payout Condition 2.3(f).

"**Put Value**" is as defined in Payout Condition 2.3(f).

"**Put Warrants**" is as defined in W&C Security Condition 22.

"**PW**" is as defined in Payout Condition 2.2(h).

"**q**" is as defined in Payout Condition 2.12.

"**Q**" is as defined in Payout Condition 2.12.

"**QIBs**" is as defined in W&C Security Condition 21 (in the case of Warrants) and W&C Security Condition 29 (in the case of Certificates).

"**Qualifying Affiliate Guarantee**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Qualifying Guarantee**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Qualifying Participation Seller**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Quantum of the Claim**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Quota**" is as defined in W&C Security Condition 26.1(b).

"**Quotation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Quotation Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Rainbow Value**" is as defined in Payout Condition 2.6(c).

"**Range Accrual Coupon Barrier Level Down**" is as defined in Payout Condition 3.2.

"**Range Accrual Coupon Barrier Level Up**" is as defined in Payout Condition 3.2.

"**Range Accrual Coupon Condition**" is as defined in Payout Condition 3.2.

"**Range Accrual Day**" is as defined in Payout Condition 3.2.

"**Range Cut-off Date**" is as defined in Payout Condition 3.2.

"**Range Period**" is as defined in Payout Condition 3.2.

"**Range Period End Date**" is as defined in Payout Condition 3.2.

"**Ranked Value**" is as defined in Payout Condition 2.6(c).

"**Ranking**" is as defined in Payout Condition 2.6(c).

"**Rate**" is as defined in Payout Condition 2.5(a) and Payout Condition 3.2.

"**Rate Period**" is as defined in Payout Condition 1.5.

"**Realisation Amount** is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Realisation Proceeds**" is as defined in the Collateral Security Conditions, Part B, Condition 1 and in the Collateral Security Conditions, Part C, Condition 9.3.

"**Realisation Proceeds Share**" is as defined in the Collateral Security Conditions, Part B, Condition 1 and in the Collateral Security Conditions, Part C, Condition 9.3.

"**Rebased Index**" is as defined in Inflation Index Security Condition 1 and Condition 4.5.

"**Record**" is as defined in W&C Security Condition 2.2.

"**Record Date**" is as defined in the Collateral Security Conditions, Part A, Condition 11, in the Collateral Security Conditions, Part B, Condition 11 and in W&C Security Condition 35.1 (in the case of Certificates).

"**Recovery Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Recovery Threshold Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Redemption Adjustment**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and, the Credit Security Conditions, Part B, Condition 6.

"**Redemption Date**" is as defined in the Collateral Security Conditions, Part A, Condition 10.1, in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Redemption Payout**" is as defined in Payout Condition 2.12.

"**Redemption Preliminary Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Redemption Premium**" is as defined in Payout Condition 1.1(v) and in Payout Condition 1.1(x).

"**Redemption Proceeds**" is as defined in Fund Security Condition 5.

"**Redemption Residual Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Reference Banks**" is as defined in W&C Security Condition 28.

"**Reference Collateral Assets**" is as defined in the Collateral Security Conditions, Part B, Condition 1 and in the Collateral Security Conditions, Part C, Condition 9.3.

"**Reference Collateral Asset Issuer**" is as defined in the Collateral Security Conditions, Part B, Condition 1 and in the Collateral Security Conditions, Part C, Condition 9.3.

"**Reference Collateral Event Cash Settlement Amount**" is as defined in the Collateral Security Conditions, Part B, Condition 1 and in the Collateral Security Conditions, Part C, Condition 9.3.

"**Reference Dealers**" is as defined in Commodity Security Condition 1.

"**Reference Delivery Amount**" is as defined in the Collateral Security Conditions, Part B, Condition 1 and in the Collateral Security Conditions, Part C, Condition 9.3.

"**Reference Entities**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Reference Entity**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and in the Credit Security Conditions, Part B, Condition 6 and the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Reference Entity Notional Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Reference Entity Weighting**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Reference Interest Rate**$_{(t-1)}$" is as defined in Payout Condition 1.5.

"**Reference Level**" is as defined in Inflation Index Security Condition 2(b).

"**Reference Month**" is as defined in Inflation Index Security Condition 1.

"**Reference Obligation**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit security Conditions, Part B, Condition 6.

"**Reference Obligation Notional Amount**" or "**RONA**" is as defined in the Credit Security Conditions, Part B, Condition 6 and in the Collateral Security Conditions, Part A and Part C, Condition 8.6.

"**Reference Obligations Only**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Reference Obligation Only Trade**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Reference Portfolio**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Register**" is as defined in W&C Security Condition 23.

"**Registered Certificates**" is as defined in W&C Security Condition 29.

"**Registered Global Certificate**" is as defined in W&C Security Condition 29.

"**Registered Global Security**" is as defined in W&C Security Condition 1.

"**Registered Global Warrant**" is as defined in W&C Security Condition 21.

"**Registered Securities**" is as defined in W&C Security Condition 1.

"**Registered Warrants**" is as defined in W&C Security Condition 21.

"**Registrar**" is as defined in Terms and Conditions of W&C Securities, paragraph 4.

"**Regulation S**" is as defined in W&C Security Condition 2.1.

"**Regulation S Global Certificate**" is as defined in W&C Security Condition 29.

"**Regulation S Global Security**" is as defined in W&C Security Condition 1.

"**Regulation S Global Warrant**" is as defined in W&C Security Condition 21.

"**Related Bond**" is as defined in Inflation Index Security Condition 1.

"**Related Bond Redemption Event**" is as defined in Inflation Index Security Condition 1.

"**Related Exchange**" is as defined in Share Security Condition 1 and ETI Security Condition 1.

"**Related Expenses**" is as defined in W&C Security Condition 11.2.

"**Relative Performance Basket**" is as defined in Share Security Condition 1.

"**Relevant Adjustment Provisions**" is as defined in W&C Security Condition 16.7 and 34.9(b).

"**Relevant Annex**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Relevant Automatic Early Expiration Valuation Date**" is as defined in W&C Security Condition 25.12.

"**Relevant Automatic Early Redemption Valuation Date**" is as defined in OET Certificate Condition 1 and in W&C Security Condition 34.11.

"**Relevant Basket$_{(i)}$**" is as defined in Payout Condition 2.2(d)(iii).

"**Relevant Business Day**" is as defined in OET Certificate Condition 1 and in Payout Conditions 1.5 and 1.8.

"**Relevant City Business Day**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Relevant Currency**" is as defined in W&C Security Condition 5.6(vi).

"**Relevant Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Relevant Event**" is as defined in ETI Security Condition 4.20.

"**Relevant Guarantee**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Relevant Holder**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Relevant Level**" is as defined in Inflation Index Security Condition 1.

"**Relevant Obligations**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Relevant Pairing**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Relevant Period**" is as defined in Share Security Condition 4.1.

"**Relevant Price**" is as defined in Commodity Security Condition 1.

"**Relevant Reference Collateral Assets**" is as defined in the Collateral Security Conditions, Part B, Condition 1.

"**Relevant Settlement Amount**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Relevant Settlement Date**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Relevant Valuation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Renouncement Notice**" is as defined in the Collateral Security Conditions, Part A, Condition 10.7, in the Collateral Security Conditions, Part B, Condition 10.7 and in W&C Security Condition 24.1(a) (in the case of Warrants) and Condition 34.7 (in the case of Certificates).

"**Repayable Assets**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 7.2(d).

"**Replaced Deliverable Obligation Outstanding Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Replacement Deliverable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Replacement Reference Entity**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Repo Counterparty**" is as defined in the Collateral Security Conditions, Part A, Condition 1.

"**Repo Counterparty Priority of Payments**" is as defined in the Collateral Security Conditions, Part A, Condition 1.

"**Representative Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Repudiation/Moratorium**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Repudiation/Moratorium Evaluation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Repurchase Agreement**" is as defined in the Collateral Security Conditions, Part A, Condition 1.

"**Reset Date**" is as defined in OET Certificate Condition 1, in Underlying Interest Rate Security Condition 2, in W&C Security Condition 32(d)(ii) and in Payout Conditions 1.5 and 1.8.

"**Reset Event**" is as defined in Payout Condition 1.1(hh).

"**Reset Percentage**" is as defined in Payout Condition 1.5.

"**Reset Price**" is as defined in Payout Condition 1.5.

"**Reset Threshold**" is as defined in Payout Condition 1.5.

"**Resettable Knock-in Period**" is as defined in Currency Security Condition 1;

"**Resettable Knock-out Period**" is as defined in Currency Security Condition 1;

"**Reset Threshold Percentage**" is as defined in Payout Condition 1.5.

"**Resettable Period**" is as defined in Currency Security Condition 1.

"**Resolve**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Restrike Performance**" is as defined in Payout Condition 2.6(b).

"**Restructured Bond" or "Loan**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Restructuring**" is as defined in the Collateral Security Conditions, Part A and Part B, Condition 7.1(f), in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Restructuring Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Restructuring Exercise Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Restructuring Maturity Limitation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Reverse Level**" is as defined in Payout Condition 1.4.

"**Reverse Percentage**" is as defined in Payout Condition 1.4.

"**Revised Currency Rate**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Rolling Futures Contract Securities**" is as defined in W&C Security Condition 1.

"**Rounding Amount**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 1.

"**Rule 144A**" is as defined in W&C Security Condition 21 (in the case of Warrants) and Condition 29 (in the case of Certificates).

"**Rule 144A Certificates**" is as defined in W&C Security Condition 29.

"**Rule 144A Global Certificate**" is as defined in W&C Security Condition 29.

"**Rule 144A Global Security**" is as defined in W&C Security Condition 1.

"**Rule 144A Global Warrant**" is as defined in W&C Security Condition 21.

"**Rule 144A Warrants**" is as defined in W&C Security Condition 21.

"**Rules**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex, in the Collateral Security Conditions, Part A and Part C, Condition 8.6, in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**S&P**" is as defined in ETI Security Condition 4.25 and Fund Security Condition 2.37.

"**Scheduled Averaging Date**" is as defined in W&C Security Condition 20 (in the case of Warrants) and W&C Security Condition 28 (in the case of Certificates).

"**Scheduled Closing Time**" is as defined in W&C Security Condition 1.

"**Scheduled Custom Index Business Day**" is as defined in Index Security Condition 8.

"**Scheduled Custom Index Business Day (All Indices Basis)**" is as defined in Index Security Condition 8.

"**Scheduled Custom Index Business Day (Per Index Basis)**" is as defined in Index Security Condition 8.

"**Scheduled Custom Index Business Day (Single Index Basis)**" is as defined in Index Security Condition 8.

"**Scheduled Payment Date**" is as defined in the Collateral Security Conditions, Part A, Condition 11, in the Collateral Security Conditions, Part B, Condition 11 and in W&C Security Condition 35.1.

"**Scheduled Pricing Date**" is as defined in Commodity Security Condition 1.

"**Scheduled Strike Date**" is as defined in W&C Security Condition 1.

"**Scheduled Termination Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Scheduled Trading Day**" is as defined in Index Security Condition 1, in Share Security Condition 1, in ETI Security Condition 1, in Commodity Security Condition 1, in Currency Security Condition 1, in Futures Security Condition 1, in Fund Security Condition 1 and in Debt Security Condition 11.

"**Scheduled Trading Day (All ETI Interest Basis)**" is as defined in ETI Security Condition 1.

"**Scheduled Trading Day (All Futures Basis)**" is as defined in Futures Security Condition 1.

"**Scheduled Trading Day (All Indices Basis)**" is as defined in Index Security Condition 1.

"**Scheduled Trading Day (All Share Basis)**" is as defined in Share Security Condition 1.

"**Scheduled Trading Day (Per ETI Interest Basis)**" is as defined in ETI Security Condition 1.

"**Scheduled Trading Day (Per Future Basis)**" is as defined in Futures Security Condition 1.

"**Scheduled Trading Day (Per Index Basis)**" is as defined in Index Security Condition 1.

"**Scheduled Trading Day (Per Share Basis)**" is as defined in Share Security Condition 1.

"**Scheduled Trading Day (Single ETI Interest Basis)**" is as defined in ETI Security Condition 1.

"**Scheduled Trading Day (Single Future Basis)**" is as defined in Futures Security Condition 1.

"**Scheduled Trading Day (Single Index Basis)**" is as defined in Index Security Condition 1.

"**Scheduled Trading Day (Single Share Basis)**" is as defined in Share Security Condition 1.

"**Scheduled Underlying Reference Linked Payment**" is as defined in the Collateral Security Conditions, Part B, Condition 1 and in the Collateral Security Conditions, Part C, Condition 9.3.

"**Scheduled Valuation Date**" is as defined in W&C Security Condition 1.

"**Second Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Secured Securities**" is as defined in W&C Security Condition 2.1.

"**Securities Act**" is as defined in W&C Security Condition 21 (in the case of Warrants) and W&C Security Condition 29 (in the case of Certificates).

"**Securities Collateral Value**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 3.2.

"**Securities Value**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Security Agent**" and "**Security Agents**" is as defined in Terms and Conditions of W&C Securities, paragraph 4.

"**Security Expenses**" is as defined in W&C Security Condition 11.1 and W&C Security Condition 25.3(a)(iv).

"**Security Interests**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Security MTM Termination Amount**" is as defined in the Collateral Security Conditions, Part B, Collateral Security Condition 1 and Collateral Security Condition 9.2(j) and in the Collateral Security Conditions, Part C, Condition 9.3.

"**Security Percentage**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Security Realised Amount**" is as defined in the Collateral Security Conditions, Part A, Condition 3.5 and in the Collateral Security Conditions, Part B and Part C, Condition 1.

"**Security Termination Amount**" is as defined in the Collateral Security Conditions, Part A, Part B and Part C, Condition 1.

"**Security Threshold**" is as defined in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Security Value**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**SeDeX**" is as defined in W&C Security Condition 20 (in the case of Warrants) and W&C Security Condition 28 (in the case of Certificates);

"**Senior Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Senior Transaction**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Seniority Level**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Series**" is as defined in paragraph 4 of the Terms and Conditions of the W&C Securities.

"**Settled Amount**" is as defined in Share Security Condition 4.2(b).

"**Settlement Business Day**" is as defined in W&C Security Condition 5.1.

"**Settlement Currency**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10, in OET Certificate Condition 1 and in Payout Condition 1.8.

"**Settlement Cycle**" is as defined in Index Security Condition 1, in Share Security Condition 1, in ETI Security Condition 1, in Futures Security Condition 1 and in Debt Security Condition 11.

"**Settlement Date**" is as defined in W&C Security Condition 20.

"**Settlement Disruption Event**" is as defined in W&C Security Condition 5.1.

"**Settlement Method**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Settlement Price**" is as defined in Index Security Conditions 1, 8 and 9.1, in Share Security Condition 1, in ETI Security Condition 1, in Debt Security Conditions 1 and 6, in Commodity Security Condition 1, in Inflation Index Security Condition 1 and in Futures Security Condition 1.

"**Settlement Price Date**" is as defined in Index Security Condition 1, in Share Security Condition 1, Currency Security Condition 1 and in Fund Security Condition 1.

"**Settlement Price Final**" is as defined in Payout Condition 1.4.

"**Settlement Valuation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**SFIA Act**" is as defined in W&C Security Condition 21 (in the case of Warrants) and W&C Security Condition 29 (in the case of Certificates);

"**Share**" is as defined in W&C Security Condition 15.2(e).

"**Shares**" and "**Share**" is as defined in Share Security Condition 1 and Share Security Condition 4.2(f).

"**Share Company**" is as defined in Share Security Condition 1.

"**Share Correction Period**" is as defined in Share Security Condition 1.

"**Share Event**" is as defined in Share Security Condition 10.

"**Share OET Certificate**" is as defined in W&C Security Condition 1.

"**Share Securities**" is as defined in W&C Security Condition 2.1.

"**Share Security Conditions**" is as defined in Annex 3, paragraph 1.

"**Shortfall**" is as defined in the Collateral Security Conditions, Part A, Condition 3.5 and in the Collateral Security Conditions, Part B, Condition 3.5. and 6.3 and in the Collateral Security Conditions, Part A, Condition 1.

"**Simple Interest**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Single Reference Entity Credit Certificate**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Single Reference Entity Credit Note**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Single Reference Entity Credit Securities**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Single Reference Entity Credit Warrant**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Snowball Barrier Value**" is as defined in Payout Condition 2.5(a).

"**Snowball Date**" is as defined in Payout Condition 2.5(a).

"**Snowball Digital Coupon Condition**" is as defined in Payout Condition 2.5(a).

"**Snowball Level**" is as defined in Payout Condition 2.5(a).

"**Solvency Capital Provisions**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Sovereign**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Sovereign Agency**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Sovereign No Asset Package Delivery Supplement**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Sovereign Restructured Deliverable Obligation**" is as defined in the Credit Security Conditions, Part A, Condition 10.

"**Sovereign Succession Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

**"Specified Branch"** is as defined in Terms and Conditions of W&C Securities, paragraph 3.

"**Specified Currency**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Specified Maximum Days of Disruption**" is as defined in W&C Securitty Condition 1, Index Security Condition 8, ETI Security Condition 1, Commodity Security Condition 1 and Currency Security Condition 1.

"**Specified Number**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Specified Price**" is as defined in Commodity Security Condition 1.

"**Spread**" is as defined in Payout Condition 2.5(a).

"**Sprint Factor**" is as defined in Payout Condition 1.4.

"**SPS ACS Valuation Date**" is as defined in W&C Security Condition 32(i).

"**SPS ACS Valuation Period**" is as defined in W&C Security Condition 32(i).

"**SPS ACS Value**" is as defined in W&C Security Condition 32(i).

"**SPS AER Value**" is as defined in W&C Security Condition 34.9.

"**SPS APS Valuation Date**" is as defined in W&C Security Condition 34.10.

"**SPS APS Valuation Period**" is as defined in W&C Security Condition 34.10.

"**SPS APS Value**" is as defined in W&C Security Condition 34.10.

"**SPS Call Valuation Date**" is as defined in Payout Condition 2.3(d).

"**SPS Call Valuation Period**" is as defined in Payout Condition 2.3(d).

"**SPS Coupon Valuation Date**" is as defined in Payout Condition 2.5(a).

**SPS Coupon Valuation Period**" is as defined in Payout Condition 2.5(a).

"**SPS Date Weighting**" is as defined in Payout Condition 2.12.

"**SPS ER Valuation Date**" is as defined in Payout Condition 2.3(b).

"**SPS ER Valuation Period**" is as defined in Payout Condition 2.3(b).

"**SPS FR Barrier Valuation Date**" is as defined in Payout Condition 2.5(b).

"**SPS FR Barrier Valuation Period**" is as defined in Payout Condition 2.5(b).

"**SPS FR Valuation Date**" is as defined in Payout Condition 2.5(b).

"**SPS FR Valuation Period**" is as defined in Payout Condition 2.5(b).

"**SPS Put Valuation Date**" is as defined in Payout Condition 2.3(e).

"**SPS Put Valuation Period**" is as defined in Payout Condition 2.3(e).

"**SPS Redemption Valuation Date**" is as defined in Payout Condition 2.12.

"**SPS Redemption Valuation Period**" is as defined in Payout Condition 2.12.

"**SPS Valuation Date**" is as defined in Payout Condition 2.12.

"**SPS Valuation Period**" is as defined in Payout Condition 2.12.

"**SRO List**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Standard Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Standard Specified Currencies**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Steps Plan**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Stop-Loss Event**" is as defined in W&C Security Condition 15.1.

"**Strike Date**" is as defined in Index Security Condition 8, in Inflation Index Security Condition 1, in Currency Security Condition 1, in W&C Security Condition 1 and in Fund Security Condition 1.

"**Strike Day**" is as defined in Currency Security Condition 1 and in W&C Security Condition 1.

"**Strike Level**" is as defined in Payout Condition 1.4.

"**Strike Percentage**" is as defined in Payout Condition 2.12.

"**Strike Period**" is as defined in Currency Security Condition 1 and in W&C Security Condition 1.

"**Strike Price**" is as defined in Index Security Condition 8 and in Payout Condition 1.4.

**Subordinated**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Subordinated Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Subordination**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Substitute**" is as defined in W&C Security Condition 13.1.

"**Substitute Asset**" and "**Substitute Assets**" is as defined in W&C Security Condition 5.4.

"**Substitute BNPP Guarantee**" is as defined in W&C Security Condition 13.2(b).

"**Substitute BNPP Guarantor**" is as defined in W&C Security Condition 2.2(a).

"**Substitute BNPPF Guarantor**" is as defined in W&C Security Condition 13.5.

"**Substitute BNPPF W&C Securities Guarantee**" is as defined in W&C Security Condition 13.5(b).

"**Substitute Commodity**" is as defined in Commodity Security Condition 3(b).

"**Substitute Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Substitute ETI Interest**" is as defined in ETI Security Condition 6.2(b)

"**Substitute Exchange-traded Contract**" is as defined in Debt Security Condition 9(c).

"**Substitute Index Component**" is as defined in Commodity Security Condition 3(b).

"**Substitute Inflation Index Level**" is as defined in Inflation Index Security Condition 1 and Inflation Index Security Condition 2.

"**Substitute Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Substitute Reference Obligation Resolution Request Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Substitute Share**" is as defined in Share Security Condition 4.2(f) and in W&C Security Condition 15.2(e).

"**Substitution"** is as defined in ETI Security Condition 6.2(b) and Fund Security Condition 4.2(b).

"**Substitution Date**" is as defined in Share Security Condition 4.2, ETI Security Condition 6.2 and Commodity Security Condition 3(b) and in W&C Security Condition 15.2(e).

"**Substitution Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Substitution Event Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**sub-unit**" is as defined in W&C Security Condition 32(a).

"**succeed**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Succession Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Succession Event**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6, Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Succession Event Backstop Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Succession Event Resolution Request Date**" is as defined in the Credit Security Conditions, Part A, 10.

"**Successor**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6, Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Successor Backstop Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Successor Commodity Index**" is as defined in Commodity Security Condition 4(a).

"**Successor Custom Index**" is as defined in Index Security Condition 6.1.

"**Successor Index**" is as defined in Index Security Condition 3.1 and in W&C Security Condition 15.2(d).

"**Successor Index Sponsor**" is as defined in Commodity Security Condition 4(a) and in Index Security Condition 3.1.

"**Successor Inflation Index**" is as defined in Inflation Index Security Condition 1 and Condition 3.

"**Successor Provisions**" is as defined in the Credit Security Conditions, Part A-1, Condition 9(c) and Part A-2, Condition 9(c).

"**Successor Resolution Request Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Supranational Organisation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Surviving Reference Entity**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part A-1, Condition 6(b)(ii) and Part A-2, Condition 6(b)(ii).

"**Swap Agreement**" is as defined in the Collateral Security Conditions, Part A, Condition 1.

"**Swap Counterparty**" is as defined in the Collateral Security Conditions, Part A, Condition 1.

"**Swap Counterparty Priority of Payments**" is as defined in the Collateral Security Conditions, Part A, Condition 1.

"**Swedish Agency Agreement**" defined in Terms and Conditions of W&C Securities, paragraph 4.

"**Swedish Dematerialised Certificates**" is as defined in W&C Security Condition 1 and W&C Security Condition 28.

"**Swedish Dematerialised Warrants**" is as defined in W&C Security Condition 20.

"**Swedish Record Date**" is as defined in the Collateral Security Conditions, Part A, Condition 11, in the Collateral Security Conditions, Part B, Condition 11 and in W&C Security Condition 35.1.

"**Swedish Security Agent**" is as defined in paragraph 4 of the Terms and Conditions of W&C Securities.

"**Swiss Dematerialised Certificates**" is as defined in W&C Security Condition 28.

"**Swiss Dematerialised Securities**" is as defined in W&C Security Condition 1.

"**Swiss Dematerialised Warrants**" is as defined in W&C Security Condition 20.

"**Swiss Materialised Certificates**" is as defined in W&C Security Condition 28.

"**Swiss Materialised Securities**" is as defined in W&C Security Condition 1.

"**Swiss Materialised Warrants**" is as defined in W&C Security Condition 20.

"**Swiss Securities**" is as defined in W&C Security Condition 1.

"**Swiss Security Agent**" is as defined in W&C Security Condition 1.

"**T**" is as defined in Payout Condition 2.12.

"**Target Coupon Percentage**" is as defined in Payout Condition 3.2.

"**Target Determination Date**" is as defined in Payout Condition 3.2.

"**Target Final Interest Period**" is as defined in Payout Condition 3.2.

"**TARGET Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**TARGET2 Settlement Day**" is as defined in W&C Security Condition 1.

"**Tax Disruption**" is as defined in Commodity Security Condition 1.

"**Tax Event**" is as defined in ETI Security Condition 4.18 and Fund Security Condition 2.26.

"**Taxes**" is as defined in W&C Security Condition 11.2.

"**Tender Offer**" is as defined in Share Security Condition 4.1, ETI Security Condition 1 and Fund Security Condition 1.

"**Termination**" is as defined in ETI Security Condition 6.2(c) and Fund Security Condition 4.2(c).

"**Termination Amount**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Termination Date**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

**"Terms and Conditions"** is as defined in Terms and Conditions of W&C Securities, paragraph 1.

"**Terms of the Preference Shares**" is as defined in the Annex to the Additional Terms and Conditions for Preference Share Certificates.

"**Total M**" is as defined in Payout Condition 2.12.

"**Trade Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and ETI Security Condition 1 and Fund Security Condition 1.

"**Trading Disruption**" is as defined in Index Security Condition 1 and in Share Security Condition 1, ETI Security Condition 1, Commodity Security Condition 1 and Futures Security Condition 1.

"**Tranche**" is as defined in paragraph 4 of the Terms and Conditions of the W&C Securities.

"**Tranche Size**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Credit Certificates**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Credit Notes**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Credit Securities**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Interest Attachment Point**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Interest Exhaustion Point**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Interest Reference Portfolio**" is as defined in the Credit Security Conditions, Part A-1 Condition 10.

"**Tranched Principal Attachment Point**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Principal Exhaustion Point**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Principal Reference Portfolio**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Transaction Auction Settlement Terms**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Transaction Type**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Transfer Certificate**" is as defined in W&C Security Condition 23.

"**Transferable**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Treaty**" is as defined in W&C Security Condition 17(b).

"**Trigger Percentage**" is as defined in the Credit Security Conditions, Part A-1, Condition 7(b)(iii).

"**U.S. Certificates**" is as defined in W&C Security Condition 29.

"**U.S. Securities**" is as defined in W&C Security Condition 1.

"**U.S. Warrants**" is as defined in W&C Security Condition 21.

"**Uncertificated Securities Regulations**" is as defined in W&C Security Condition 1.

"**Undeliverable Collateral Assets**" is as defined in the Collateral Security Conditions, Part A, Condition 1.

"**Undeliverable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Undeliverable Reference Collateral Assets**" is as defined in the Collateral Security Conditions, Part B, Condition 1 and in the Collateral Security Conditions, Part C, Condition 9.3.

"**Undeliverable Valuation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Underlying Finance Instrument**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Underlying Interest Determination Date**" is as defined in Underlying Interest Rate Security Condition 4.

"**Underlying Interest Rate Security Conditions**" is as defined in Annex 11, paragraph 1.

"**Underlying ISDA Rate**" is as defined in Underlying Interest Rate Security Condition 2.

"**Underlying Loan**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Underlying Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Underlying Obligor**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Underlying Performance**$_{(t)}$" is as defined in Payout Condition 1.5.

"**Underlying Price**$_{(t)}$" is as defined in Payout Condition 1.5.

"**Underlying Price**$_{(t-1)}$" is as defined in Payout Condition 1.5.

"**Underlying Reference**" is as defined in OET Certificate Condition 1, in W&C Security Conditions 16.7 and 34.9 and in Payout Conditions 1.4, 1.8, 2.12 and 3.6.

"**Underlying Reference 1**" is as defined in Payout Condition 3.6.

"**Underlying Reference 2**" is as defined in Payout Condition 3.6.

"**Underlying Reference Closing Price Value**" is as defined in Payout Condition 2.6(a).

"**Underlying Reference Closing Price Value**$_{(k,i)}$" is as defined in Payout Condition 2.4;

"**Underlying Reference Closing Value**" is as defined in Payout Condition 3.6.

"**Underlying Reference EndDay Closing Price Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference FX Hedged Value**" is as defined in Payout Condition 2.6(a).

"**Underlying Reference FX Level**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference FX Strike Level**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference Initial**" is as defined in Payout Condition 1.4.

"**Underlying Reference Intraday Price Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference Intraday Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference Level**" is as defined in Payout Condition 1.4 and in W&C Security Condition 34.9(b).

"**Underlying Reference Level 1**" is as defined in W&C Security Condition 34.9.

"**Underlying Reference Level 2**" is as defined in W&C Security Condition 34.9.

"**Underlying Reference Restrike Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference StartDay Closing Price Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference Strike Price**" is as defined in Payout Condition 2.6(a).

"**Underlying Reference TOM Restrike Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference TOM Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference Weighting**" is as defined in Payout Condition 2.12.

"**Underlying Share**" is as defined in W&C Security Condition 2.1.

"**Underlying Shares**" is as defined in Share Security Condition 8.

"**Units**" is as defined in W&C Security Condition 22.

"**Unsettled Credit Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Unsettled Retention Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Untranched Credit Certificates**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Untranched Credit Notes**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Untranched Credit Securities**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Untranched Interest Reference Portfolio**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Untranched Principal Reference Portfolio**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Unwind Costs**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Unwind Notice**" is as defined in the Credit Security Conditions, Part B, Condition 6 and the Collateral Security Conditions, Part A and Part C, Condition 8.6.

"**Unwind Priority of Payments**" is as defined in the Collateral Security Conditions, Part A, Condition 1.

"**Up Call**" is as defined in Payout Condition 2.2(f)(vi).

"**Up Call Spread**" is as defined in Payout Condition 2.2(f)(vi).

"**Up Cap Percentage**" is as defined in Payout Condition 2.12.

"**Up Final Redemption Value**" is as defined in Payout Condition 2.12.

"**Up Forward**" is as defined in Payout Condition 2.2(f)(vi).

"**Up Put**" is as defined in Payout Condition 2.2(f)(vi).

"**Up Put Spread**" is as defined in Payout Condition 2.2(f)(vi).

"**Up Strike Percentage**" is as defined in Payout Condition 2.12.

"**Upper Level**" is as defined in Payout Condition 1.4.

"**Upside Participation Factor**" is as defined in Payout Condition 1.4.

"**$UR_{(t)}$**" is as defined in Payout Condition 1.1(s).

"**$UR_{(t0)}$**" is as defined in Payout Condition 1.1(s).

"**$UR_{(ti-1)}$**" is as defined in Payout Condition 1.1(s).

"**U.S. Government Securities Business Day**" is as defined in W&C Security Condition 1.

"**U.S. person**" is as defined in W&C Security Condition 2.1.

"**Valid Date**" is as defined in Currency Security Condition 1, in Index Security Condition 8, in W&C Security Condition 20 (in the case of Warrants) and Condition 28 (in the case of Certificates).

"**Valuation Date**" is as defined in Payout Condition 1.1(hh), Payout Condition 1.1(ii), in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 , in Index Security Condition 8, in Inflation Index Security Condition 1, in Currency Security Condition 1, in OET Certificate Condition 1, W&C Security Condition 20 (in the case of Warrants) and W&C Security Condition 28 (in the case of Certificates) and in Funds Security Condition 1.

"**Valuation Extension Condition**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6 and in the Credit Security Conditions, Part B, Condition 6.

"**Valuation Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Valuation Obligations Portfolio**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Valuation Time**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10, in ETI Security Condition 1, in Currency Security Condition 1, in Index Security Condition 8, in W&C Security Condition 20 (in the case of Warrants) and W&C Security Condition 28 (in the case of Certificates) and in Fund Security Condition 1.

"**Value Business Day**" is as defined in ETI Security Condition 1.

"**Value per ETI Interest**" is as defined in ETI Security Condition 1.

"**Value per ETI Interest Trading Price Barrier**" is as defined in ETI Security Condition 1.

"**Value per ETI Interest Trading Price Differential**" is as defined in ETI Security Condition 1.

"**Value per ETI Interest Trigger Event**" is as defined in ETI Security Condition 1.

"**Value Trigger Percentage**" is as defined in ETI Security Condition 1.

"**Value Trigger Period**" is as defined in ETI Security Condition 1.

"**Vanilla Call Rate**" is as defined in Payout Condition 2.5(a).

"**Vanilla Call Spread Rate**" is as defined in Payout Condition 2.5(a).

"**Vanilla Debt Securities**" is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 3(i).

"**Variable Premium Amount Certificates**" is as defined in W&C Security Condition 33.2.

"**Voting Shares**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**VP Denmark**" is as defined in W&C Security Condition 1.

"**VP Denmark Register**" is as defined in W&C Security Condition 1.

"**VP Denmark System**" is as defined in W&C Security Condition 1.

"**W**" is as defined in Payout Condition 3.6.

"**W&C Securities**" is as defined in Terms and Conditions of W&C Securities, paragraph 3.

"**Warrant Exercise Fee**" is as defined in Payout Condition 1.7.

"**Warrant@Work Exercise Price**" is as defined in Payout Condition 1.7.

"**Warrants**" is as defined in Terms and Conditions of W&C Securities, paragraph 3.

"**Weighted Average Basket Value**" is as defined in Payout Condition 2.10(b).

"**Weighted Average Best Value**" is as defined in Payout Condition 2.10(a).

"**Weighted Average Final Price**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Weighted Average Quotation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Weighted Average Rainbow Value**" is as defined in Payout Condition 2.10(b).

"**Weighted Average Underlying Reference Value**" is as defined in Payout Condition 2.10(a).

"**Weighted Average Worst Value**" is as defined in Payout Condition 2.10(b).

"**Worst Intraday Value**" is as defined in Payout Condition 2.6(c).

"**Worst Performing Underlying Reference Closing Value$_{(i)}$**" is as defined in Payout Condition 2.4(a).

"**Worst Value**" is as defined in Payout Condition 2.6(c).

"**Writedown Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**YoY Inflation Rate**" is as defined in Payout Condition 3.2.

"**Zero Coupon Bond Collateral** is as defined in the Annex to the Additional Terms and Conditions for Secured Securities, Condition 3(h).

## INDEX OF DEFINED TERMS IN RESPECT OF NOTES

"**2.5-year Limitation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**5-year Limitation Date**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**10-Year Limitation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**20-year Limitation Date**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**30/360**", "**360/360**" or "**Bond Basis**" is as defined in Note Condition 3.13.

"**30E/360 (ISDA)**" is as defined in Note Condition 3.13.

"**30E/360**" or "**Eurobond Basis**" is as defined in Note Condition 3.13(g).

"**A**" is as defined in Note Condition 9.2(e), Payout Condition 2.1(j), Payout Condition 2.1(l), Payout Condition 2.2(h), 2.2(i), Share Security Condition 4.2(f), ETI Security Condition 6.2(b) and Part A-1, Condition 10 and Part A-2, Condition 10 of the Credit Security Conditions.

"**AC Digital Coupon Barrier Level Down**" is as defined in Payout Condition 2.5(a).

"**AC Digital Coupon Barrier Level Up**" is as defined in Payout Condition 2.5(a).

"**AC Digital Coupon Condition**" is as defined in Payout Condition 2.5(a).

"**AC Digital Day**" is as defined in Payout Condition 2.5(a).

"**Accelerated or Matured**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Account Information Cut-off Date**" is as defined in Note Condition 4(c).

"**Accreted Amount**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Accreting Obligation**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Accrual Period**" is as defined in Note Condition 3.13(a)(i).

"**Actual/360**" is as defined in Note Condition 3.13(e).

"**Actual/365 (Fixed)**" is as defined in Note Condition 3.13(c).

"**Actual/365 (Sterling)**" is as defined in Note Condition 3.13(d).

"**Actual/Actual (ICMA)** is as defined in Note Condition 3.13(a).

"**Actual/Actual (ISDA)**" or "**Actual/Actual**" is as defined in Note Condition 3.13.

"**Actual First Traded Price**" is as defined in Index Security Condition 9.1

"**Additional Business Centre**" is as defined in Note Condition3.13.

"**Additional Credit Linked Security Disruption Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Additional Disruption Event**" is as defined in Note Condition 9.1.

"**Additional Final Payout**" is as defined in Payout Condition 2.12.

"**Additional Final Payout Weighting**" is as defined in Payout Condition 2.12.

"**Additional Gearing**" is as defined in Payout Condition 2.12.

"**Additional LPN**" is as defined in the Credit Security Conditions, Part A, Condition 10.

"**Additional Obligation**" is as defined in the Credit Security Conditions, Part A, Condition 10.

"**Additional Provisions**" is as defined in the Credit Security Conditions, Part A, Condition 10.

"**Additional Switch Coupon Amount**" is as defined in Note Condition 3.10.

"**Additional Switch Coupon Payment Date**" is as defined in Note Condition 3.10.

"**Adjustment**" is as defined in ETI Security Condition 6.2(a) and Fund Security Condition 4.2(a).

"**Adjustment Amount**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Additional Coupon**" is as defined in Payout Condition 2.5(a).

"**ADR**" is as defined in Share Security Condition 8.

"**AER Athena up Rate**" is as defined in Payout Condition 2.3(b).

"**AER Calculation Period**" is as defined in Payout Condition 2.3(b).

"**AER CSN Rate**" is as defined in Payout Condition 2.3(b).

"**AER Day Count Fraction**" is as defined in Payout Condition 2.3(b).

"**AER Event 1 Underlying(s)**" is as defined in Note Condition 11.2.

"**AER Event 2 Underlying(s)**" is as defined in Note Condition 11.2.

"**AER Exit Rate**" is as defined in Payout Condition 2.3(b).

"**AER Rate**" is as defined in Note Condition 11 and Payout Condition 2.3(b).

"**AER Redemption Percentage**" is as defined in Payout Condition 2.3(b).

"**AER Reference Rate**" is as defined in Payout Condition 2.3(b).

"**Affected Basket Company**" is as defined in Share Security Condition 4.2(f).

"**Affected Commodity**" is as defined in Commodity Security Condition 3(b).

"**Affected Component Security**" is as defined in Note Condition 12 under the definition of Strike Date.

"**Affected Custom Index**" is as defined in Index Security Condition 6.2(b)(i), Index Security Condition 6.2(b)(ii)(A), Index Security Condition 6.2(c)(i) and Index Security Condition 6.2(c)(ii)(A).

"**Affected Entity**" is as defined in the Credit Security Conditions, Part A-1, Condition 6(d) and Part A-2, Condition 6(d).

"**Affected ETI**" is as defined in ETI Security Condition 6.2(b).

"**Affected ETI Interest**" is as defined in ETI Security Condition 6.2(b).

"**Affected Exchange-traded Contract**" is as defined in Debt Security Condition 9(c).

"**Affected Index Component**" is as defined in Commodity Security Condition 3(b).

"**Affected Item**" is as defined in Commodity Security Condition 1 and in Note Condition 12(a)(ii).

"**Affected Payment Date**" is as defined in Note Condition 4(a).

"**Affected Reference Entity**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Affected Relevant Assets**" is as defined in Note Condition 4(b)(i)(F).

"**Affected Share**" is as defined in Note Condition 9.2(e) and Share Security Condition 4.2(f).

"**Affiliate**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Agents**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**Aggregate Incurred Recovery Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Aggregate Loss Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Aggregate Recovery Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Aggregate Unwind Costs**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Alternate Cash Redemption Amount**" is as defined in Note Condition 4(b)(iii).

"**Amortised Face Amount**" is as defined in Note Condition 5.5(c).

"**Asset**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Asset Market Value**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Asset Package**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Asset Package Credit Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Asset Package Delivery**" is as defined in the Credit Security Conditions, Part A-1, Condition 5(i).

"**Asset Transfer Notice**" is as defined in Note Condition 4(b)(i)(A)(X).

"**Assignable Loan**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Attachment Point**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Auction Cancellation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Auction Covered Transaction**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Auction Currency Rate**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Auction Date**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Auction Final Price**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Auction Final Price Determination Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Auction Methodology**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Auction Settlement Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Auction Settlement Amount Notice**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Auction Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**AUM Level**" is as defined in Fund Security Condition 1.

"**Automatic Coupon Switch Event**" is as defined in Note Condition 3.10.

"**Automatic Coupon Switch Level**" is as defined in Note Condition 3.10.

"**Automatic Early Redemption Amount**" is as defined in Note Condition 11.2.

"**Automatic Early Redemption Date**" is as defined in Note Condition 11.2.

"**Automatic Early Redemption Event**" is as defined in Note Condition 11.2.

"**Automatic Early Redemption Level**" is as defined in Note Condition 11.2.

"**Automatic Early Redemption Percentage**" is as defined in Note Condition 11.2.

"**Automatic Early Redemption Valuation Date**" is as defined in Note Condition 11.2.

"**Automatic Early Redemption Valuation Period**" is as defined in Note Condition 11.2.

"**Automatic Early Redemption Valuation Time**" is as defined in Note Condition 11.2.

"**Automatic Payout Switch Event**" is as defined in Note Condition 5.11.

"**Automatic Payout Switch Level**" is as defined in Note Condition 5.11.

"**Average Basket Value**" is as defined in Payout Condition 2.9(b).

"**Average Best Value**" is as defined in Payout Condition 2.9(b).

"**Average Rainbow Value**" is as defined in Payout Condition 2.9(b).

"**Average Underlying Reference TOM Value**" is as defined in Payout Condition 2.9(a).

"**Average Underlying Reference Value**" is as defined in Payout Condition 2.9(a).

"**Average Worst Value**" is as defined in Payout Condition 2.9(b).

"**Averaging Date**" is as defined in Currency Security Condition 1, Index Security Condition 8, in Note Condition 12 and in Fund Security Condition 1.

"**B**" is as defined in Payout Condition 2.2(h) and 2.2(i), Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10, Share Security Condition 4.2 and ETI Security Condition 6.2.

"**Banking Day**" is as defined in Index Security Condition 8.

"**Bankruptcy**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Barrier Condition**" is as defined in Payout Condition 2.5(a).

"**Barrier Level**" is as defined in Payout Condition 2.5(a).

"**Barrier Percentage Strike Price**" is as defined in Payout Condition 2.12.

"**Barrier Value**" is as defined in Payout Condition 2.1(g).

"**Base Level**" is as defined in Inflation Index Security Condition 2(b).

"**Basket Company**" is as defined in Note Condition 9.2(e), Share Security Condition 1, Share Security Condition 4.2(f) and Commodity Security Condition 1.

"**Basket of Commodities**" is as defined in Commodity Security Condition 1.

"**Basket of Custom Indices**" is as defined in Index Security Condition 8.

"**Basket of Futures**" is as defined in Futures Security Condition 1.

"**Basket of Indices**" is as defined in Index Security Condition 1.

"**Basket of Shares**" is as defined in Share Security Condition 1.

"**Basket of Underlying References**" is as defined in Note Condition 11.2.

"**Basket Price 1**" is as defined in Note Condition 11.2.

"**Basket Price 2**" is as defined in Note Condition 11.2.

"**Basket Trigger Event**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Basket Trigger Level**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Basket Value**" is as defined in Payout Condition 2.6(c).

"**Bearer Global Note**" is as defined Note Condition 1.2(f).

"**Bearer Notes**" is as defined in Note Condition 1.1.

"**Best Available Information**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Best Intraday Value**" is as defined in Payout Condition 2.6(c).

"**Best Value**" is as defined in Payout Condition 2.6(c).

"**BestLockValue$_{(i)}$**" is as defined in Payout Condition 2.2(d)(iii).

"**Best-Performing Underlying Reference Closing Value$_{(i)}$**" is as defined in Payout Condition 2.4(b).

"**BGL**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**BNP Paribas Group**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**BNPP**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**BNPP B.V.**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**BNPP Guarantor**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**BNPP Note Guarantee**" is as defined in Terms and Conditions of the Notes, paragraph 7.

"**BNPPF**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**BNPPF Guarantor**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**BNPPF Note Guarantee**" is as defined in Terms and Conditions of the Notes, paragraph 7.

"**Bond**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Bond**" **or** "**Loan** " is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Bonus Coupon**" is as defined in Payout Condition 2.12.

"**Bonus Percentage**" is as defined in Payout Condition 2.12.

"**Borrowed Money**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**BP2F**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**Business Day**" is as defined in Note Condition 3.13.

"**C**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10, Share Security Condition 4.2 and ETI Security Condition 6.2.

"**Calculated Additional Disruption Amount**" is as defined in Note Condition 9.2(c).

"**Calculated Additional Disruption Amount Determination Date**" is as defined in Note Condition 9.2(c).

"**Calculated Contract Adjustment Amount**" is as defined in Index Security Condition 9.2(b)(ii) and in Debt Security Conditions 7(b)(ii) and 9(b)(ii).

"**Calculated Contract Adjustment Amount Determination Date**" is as defined in Index Security Condition 9.2(b)(ii) and in Debt Security Conditions 7(b)(ii)and 9(b)(ii)

"**Calculated Currency Disruption Amount**" is as defined in Currency Security Condition 3(c)(ii).

"**Calculated Currency Disruption Amount Determination Date**" is as defined in Currency Security Condition 3(c)(ii).

"**Calculated Custom Index Adjustment Event Amount**" is as defined in Index Security Condition 6.2(a)(ii)(E)II, Index Security Condition 6.2(b)(ii)(E)II and Index Security Condition 6.2(c)(ii)(E)II.

"**Calculated Custom Index Adjustment Event Amount Determination Date**" is as defined in Index Security Condition 6.2(a)(ii)(E)II, Index Security Condition 6.2(b)(ii)(E)II and Index Security Condition 6.2(c)(ii)(E)II.

"**Calculated Extraordinary Event Amount**" is as defined in Share Security Condition 4.2(d)(ii).

"**Calculated Extraordinary Event Amount Determination Date**" is as defined in Share Security Condition 4.2(d)(ii).

"**Calculated Futures Adjustment Amount**" is as defined in Futures Security Condition 3.1(c)(ii).

"**Calculated Futures Adjustment Amount Determination Date**" is as defined in Futures Security Condition 3.1(c)(ii).

"**Calculated Index Adjustment Amount**" is as defined in Index Security Condition 3.2(d)(ii)and in Debt Security Condition 5(b)(ii).

"**Calculated Index Adjustment Amount Determination Date**" is as defined in Index Security Condition 3.2(d)(ii) and in Debt Security Condition 5(b)(ii).

"**Calculation Agent**" is as defined in Terms and Conditions of the Notes, paragraph 3 and Note Condition 3.2(c).

"**Calculation Date**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Calculation Period**" is as defined in Note Condition 3.13.

"**Call**" is as defined in Payout Condition 2.3(d).

"**Call Athena up Rate**" is as defined in Payout Condition 2.3(d).

"**Call Calculation Period**" is as defined in Payout Condition 2.3(d).

"**Call Cap Percentage**" is as defined in Payout Condition 2.3(d).

"**Call Constant Percentage**" is as defined in Payout Condition 2.3(d).

"**Call CSN Rate**" is as defined in Payout Condition 2.3(d).

"**Call Exit Rate**" is as defined in Payout Condition 2.3(d).

"**Call Floor Percentage**" is as defined in Payout Condition 2.3(d).

"**Call Gearing**" is as defined in Payout Condition 2.3(d).

"**Call Rate**" is as defined in Payout Condition 2.3(d).

"**Call Redemption Percentage**" is as defined in Payout Condition 2.3(d).

"**Call Reference Rate**" is as defined in Payout Condition 2.3(d).

"**Call Spread Percentage**" is as defined in Payout Condition 2.3(d).

"**Call Strike Percentage**" is as defined in Payout Condition 2.3(d).

"**Call Value**" is as defined in Payout Condition 2.3(d).

"**Cancellation Event**" is as defined in Note Condition 9.1.

"**Cap**" is as defined in Payout Condition 3.2.

"**Cap Percentage**" is as defined in Payout Condition 2.12.

"**Capital Ratio** " is as defined in the Credit Security Conditions, Part A-1, Condition 7(b)(iii).

"**Capped Reference Entity**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Cash Dividend**" is as defined in Share Security Condition 6.

"**Cash Dividend Amount**" is as defined in Share Security Condition 6.

"**Cash Dividend Notice**" is as defined in Share Security Condition 6(b).

"**Cash Dividend Payment Date**" is as defined in Share Security Condition 6.

"**Cash Settled Notes**" is as defined in Note Condition 1.1.

"**Cash Settled Securities**" is as defined in Note Condition 1.1.

"**Cash Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10, and Credit Security Conditions, Part B, Condition 6.

"**Change in Law**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Note Condition 9.1.

"**Clearance System**" is as defined in Index Security Condition 1, Share Security Condition 1, ETI Security Condition 1, Futures Security Condition 1 and Debt Security Condition 11.

"**Clearance System Days**" is as defined in Index Security Condition 1, Share Security Condition 1, ETI Security Condition 1, Futures Security Condition 1 and Debt Security Condition 11.

"**Clearstream, Luxembourg**" is as defined in Terms and Conditions of the Notes, paragraph 6.

"**Closing Level**" is as defined in Index Security Condition 1 and Index Security Condition 8.

"**Closing Price**" is as defined in Share Security Condition 1 and ETI Security Condition 1.

"**CMU**" is as defined in Note Condition 1.2(f).

"**CMU Instrument Position Report**" is as defined in Note Condition 1.2(f).

"**CMU Lodging Agent**" is as defined in Note Condition 1.2(f).

"**CMU Manual**" is as defined in Note Condition 1.2(f).

"**CMU Member**" is as defined in Note Condition 1.2(f).

"**CMU operator**" is as defined in Note Condition 1.1.

"**CMU Rules**" is as defined in Note Condition 1.2(f).

"**CMU Service**" is as defined in Note Condition 1.2(f).

"**CNY**" is as defined in Note Condition 4(a)(I).

"**CNY Governmental Authority**" is as defined in Note Condition 4(a)(I).

"**CNY Illiquidity Event**" is as defined in Note Condition 4(a)(I)(C).

"**CNY Inconvertibility Event**" is as defined in Note Condition 4(a)(I)(A).

"**CNY Non- Transferability Event**" is as defined in Note Condition 4(a)(I)(B).

"**CNY Payment Disruption Cut-off Date**" is as defined in Note Condition 4(a)(I)(i).

"**CNY Payment Disruption Event**" is as defined in Note Condition 4(a)(I).

"**CNY Settlement Centre**" is as defined in Note Condition 4(a)(I).

"**Coco Provision**" is as defined in the Credit Security Conditions, Part A-1, Condition 7(b)(iii).

"**CoCo Supplement**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Code**" is as defined in Note Condition 4(a).

"**Combination Credit Certificates**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Combination Credit Notes**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Combination Credit Securities**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Commodity**" is as defined in Commodity Security Condition 1 and Condition 3(b).

"**Commodity Business Day**" is as defined in Commodity Security Condition 1.

"**Commodity Disrupted Day**" is as defined in Commodity Security Condition 1.

"**Commodity Exchange Act**" is as defined in Note Condition 1.2(f).

"**Commodity Fallback Value**" is as defined in Commodity Security Condition 1.

"**Commodity Index**" is as defined in Commodity Security Condition 1.

"**Commodity Index Adjustment Event**" is as defined in Commodity Security Condition 4(b).

"**Commodity Index Cancellation**" is as defined in Commodity Security Condition 4(b).

"**Commodity Index Disruption**" is as defined in Commodity Security Condition 4(b).

"**Commodity Index Modification**" is as defined in Commodity Security Condition 4(b).

"**Commodity Reference Price**" is as defined in Commodity Security Condition 1.

"**Commodity Securities**" is as defined in Note Condition 1.1.

"**Commodity Security Conditions**" is as defined in Annex 6, paragraph 1.

"**Component Security**" is as defined in Index Security Condition 1.

"**Component Security Index**" is as defined in Index Security Condition 1.

"**Composite Index**" is as defined in Index Security Condition 1.

"**Conditionally Transferable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Conditions to Settlement**" is as defined in the Auction Settlement Terms Annex, Part B, Condition 4 and the Credit Security Conditions, Part A-2, Condition 10.

"**Conforming Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Consent Required Loan**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Constant A**" is as defined in Payout Condition 3.2.

"**Constant B**" is as defined in Payout Condition 3.2.

"**Constant Leverage Financing Rate**$_{(t)}$" is as defined in Payout Condition 1.5.

"**Constant Percentage**" is as defined in Payout Condition 2.5(a)

"**Constant Percentage 1**" is as defined in Payout Condition 2.12.

"**Constant Percentage 2**" is as defined in Payout Condition 2.12.

"**Constant Percentage 3**" is as defined in Payout Condition 2.12.

"**Constant Percentage 4**" is as defined in Payout Condition 2.12.

"**Conversion Event**" is as defined in Share Security Condition 8.

"**Conversion Rate Early**" is as defined in Payout Condition 1.4.

"**Conversion Rate Final**" is as defined in Payout Condition 1.4.

"**Convertible Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Coupon Airbag Percentage**" is as defined in Payout Condition 2.12.

"**Coupon Airbag Percentage 1**" is as defined in Payout Condition 2.12.

"**Coupon Airbag Percentage 2**" is as defined in Payout Condition 2.12.

"**Coupon Cap**" is as defined in Payout Condition 3.5.

"**Coupon Percentage**" is as defined in Payout Condition 1.4.

"**Coupon Percentage 1**" is as defined in Payout Condition 3.2.

"**Coupon Percentage 2**" is as defined in Payout Condition 3.2.

"**Coupon Switch**" is as defined in Note Condition 3.10.

"**Coupon Switch Date**" is as defined in Note Condition 3.10.

"**Coupon Value**" is as defined in Payout Condition 2.5(a).

"**Coupon Weighting**" is as defined in Payout Condition 2.5(a).

"**Couponholders**" is as defined in Terms and Conditions of the Notes, paragraph 5.

"**Coupons**" is as defined in Note Condition 1.1.

"**Credit Certificates**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Derivatives Auction Settlement Terms**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Derivatives Definitions**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Derivatives Determinations Committee**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Credit Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Credit Event Backstop Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Event Cash Settlement Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.\

"**Credit Event Determination Date**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Credit Event Notice**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Credit Event Resolution Request Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Event Settlement Amount**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Credit Event Valuation Date**" is as defined in the Credit Security Conditions, Part B, Condition 6

"**Credit Event Valuation Period**" is as defined in the Auction Settlement Terms Annex, Part B, Condition 6.

"**Credit Event Valuation Period End Date**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Credit Notes**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Securities**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Security Business Day**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Security Conditions**" is as defined in Annex 12, paragraph 1.

"**Credit Security Dealer**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Credit Security Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Credit Warrants**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Cumulative Coupon**" is as defined in Note Condition 11.2.

"**Cumulative Inflation Rate**" is as defined in Payout Condition 3.5.

"**Currency Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Currency Event**" is as defined in Note Condition 9.1.

"**Currency Rate**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Currency Rate Source**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Currency Securities**" is as defined in Note Condition 1.1.

"**Currency Security Conditions**" is as defined in Annex 8, paragraph 1.

"**Current Exchange-traded Contract**" is as defined in Index Security Condition 9.1and in Debt Security Condition 6.

"**Current FX Memory Coupon Interest Period**" is as defined in Payout Condition 3.1(f).

"**Current Interest Period**" is as defined in Note Condition 11.2.

"**Custom Index**" is as defined in Index Security Condition 8.

"**Custom Index Adjustment Event**" is as defined in Index Security Condition 6.2.

"**Custom Index Business Day**" is as defined in Index Security Condition 8.

"**Custom Index Business Day (All Indices Basis)**" is as defined in Index Security Condition 8.

"**Custom Index Business Day (Per Index Basis)**" is as defined in Index Security Condition 8.

"**Custom Index Business Day (Single Index Basis)**" is as defined in Index Security Condition 8.

"**Custom Index Cancellation**" is as defined in Index Security Condition 6.2.

"**Custom Index Correction Period**" is as defined in Index Security Condition 8.

"**Custom Index Disruption Event**" is as defined in Index Security Condition 6.2.

"**Custom Index Modification**" is as defined in Index Security Condition 6.2.

"**Custom Index Trading Day**" is as defined in Index Security Condition 8.

"**Custom Indices**" is as defined in Index Security Condition 8.

"**Cut-Off Date**" is as defined in Inflation Index Security Condition 1 and Note Condition 4(b)(i)(A).

"**Daily Settlement Price**" is as defined in Debt Security Condition 6.

"**Day Count Fraction**" is as defined in Note Condition 3.13.

"**DC Announcement Coverage Cut-off Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**DC Barrier Value**" is as defined in Payout Condition 2.5(a).

"**DC Credit Event Announcement**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**DC Credit Event Meeting Announcement**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**DC Credit Event Question**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**DC Credit Event Question Dismissal**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**DC No Credit Event Announcement**" is as defined in the Credit Security Conditions, Part A, Condition 10.

"**DC Resolution**" is as defined in the Collateral Security Conditions, Part A and Part C, Condition 8.6, in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and in the Credit Security Conditions, Part B, Condition 6.

"**DC Resolution Reversal Cut-off Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**DC Secretary**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Debt Instrument Correction Period**" is as defined in Debt Security Condition 11.

"**Debt Instrument Issuer**" is as defined in Debt Security Condition 11.

"**Debt Instrument Redemption Event**" is as defined in Debt Security Condition 5.

"**Debt Securities**" is as defined in Note Condition 1.1.

"**Debt Security Conditions**" is as defined in Annex 5, paragraph 1.

"**Deed of Covenant**" is as defined in Terms and Conditions of the Notes, paragraph 6.

"**Deed Poll**" is as defined in Note Condition 19.2 and Note Condition 19.3.

"**Deemed Interest Reduction**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Default Requirement**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Delayed Date**" is as defined in Note Condition 4(a).

"**Delayed Index Level Event**" is as defined in Inflation Index Security Condition 1.

"**Delayed Payment Cut-off Date**" is as defined in Fund Security Condition 1.

"**Delayed Payment Notice**" is as defined in Fund Security Condition 5.

"**De-Listing**" is as defined in Share Security Condition 4.1.

"**Deliver**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Deliverable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Deliverable Obligation Category**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Deliverable Obligation Characteristics**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Deliverable Obligation Provisions**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Deliverable Obligation Terms**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Delivery Agent**" is as defined in Note Condition 4(b)(i)(A)(X).

"**Delivery Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10, Commodity Security Condition 1 and Note Condition 4(b)(i)(C).

"**Deposit**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Designated Account**" is as defined in Note Condition 4(a).

"**Designated Bank**" is as defined in Note Condition 4(a).

"**Designated Maturity**" is as defined in Underlying Interest Rate Security Condition 2.

"**Determination Date(s)**" is as defined in Note Condition 3.13.

"**Determination Period**" is as defined in Note Condition 3.13.

"**Digital Cap Percentage 1**" is as defined in Payout Condition 3.6.

"**Digital Cap Percentage 2**" is as defined in Payout Condition 3.6.

"**Digital Coupon Condition**" is as defined in Payout Condition 2.5(a).

"**Digital Floor Percentage 1**" is as defined in Payout Condition 3.6.

"**Digital Floor Percentage 2**" is as defined in Payout Condition 3.6.

"**Digital Plus Percentage 1**" is as defined in Payout Condition 3.6.

"**Digital Plus Percentage 2**" is as defined in Payout Condition 3.6.

"**Direct Loan Participation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Disappearance of Commodity Reference Price**" is as defined in Commodity Security Condition 1.

"**Dispute**" is as defined in Note Condition 21.2.

"**Disrupted Amount**" is as defined in Note Condition 4(a)(II).

"**Disrupted Day**" is as defined in Index Security Conditions 1 and 8, in Share Security Condition 1, in ETI Security Condition 1, in Currency Security Condition 1, in Futures Security Condition 1 and in Debt Security Condition 11.

"**Disrupted Payment Date**" is as defined in Note Condition 4(a)(II).

"**Disruption Cash Redemption Amount**" is as defined in Note Condition 4(b)(i)(E).

"**Disruption Fallback**" is as defined in Commodity Security Condition 1 and Currency Security Condition 3.

"**Distributed Amount**" is as defined in Share Security Condition 6.

"**Distribution Compliance Period**" is as defined in Note Condition 1.2(f).

"**Distributor**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Dividend Date**" is as defined in Share Security Condition 6.

"**Dividend Event**" is as defined in ETI Security Condition 1.

"**Dividend Expenses**" is as defined in Share Security Condition 6.

"**Documents**" is as defined in Note Condition 19.1(b)(ii).

"**Domestic Currency**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Domestic Law**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Down Call**" is as defined in Payout Condition 2.2(f)(vi).

"**Down Call Spread**" is as defined in Payout Condition 2.2(f)(vi).

"**Down Cap Percentage**" is as defined in Payout Condition 2.12.

"**Down Final Redemption Value**" is as defined in Payout Condition 2.12.

"**Down Floor Percentage**" is as defined in Payout Condition 2.12.

"**Down Forward**" is as defined in Payout Condition 2.2(f)(vi).

"**Down Put**" is as defined in Payout Condition 2.2(f)(vi).

"**Down Put Spread**" is as defined in Payout Condition 2.2(f)(vi).

"**Down Strike Percentage**" is as defined in Payout Condition 2.12.

"**Downstream Affiliate**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Driver Percentage**" is as defined in Payout Condition 2.5(a).

"**Dual Currency Note**" is as defined in Note Condition 4(a).

"**Dual Exchange Rate**" is as defined in Currency Security Condition 1.

"**Dual Exchange Rate Event**" is as defined in Note Condition 4(c).

"**Due and Payable Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Early Closure**" is as defined in Index Security Condition 1, Share Security Condition 1, ETI Security Condition 1 and Futures Security Condition 1.

"**Early Redemption Amount**" is as defined in Note Condition 5.5.

"**EDS**" is as defined in Payout Condition 2.2(b) and 2.2(e)(i).

"**EDS Barrier Percentage**" is as defined in Payout Condition 2.12.

"**Eligible Information**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Eligible Transferee**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Enabling Obligation**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Entitlement**" is as defined in Note Condition 5.1.

"**Entitlement Amount**" is as defined in Payout Condition 2.4.

"**Entity**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Equity Securities**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Equivalent Amount**" is as defined in Note Condition 4(a)(I).

"**Equivalent Amount Settlement Currency**" is as defined in Note Condition 4(a)(I).

"**Equivalent Amount Settlement Price**" is as defined in Note Condition 4(a)(I).

"**Equivalent Amount Settlement Price Source**" is as defined in Note Condition 4(a)(I).

"**Equivalent Amount Settlement Valuation Time**" is as defined in Note Condition 4(a)(I).

"**ER Cap Percentage**" is as defined in Payout Condition 2.3(b).

"**ER Floor Percentage**" is as defined in Payout Condition 2.3(b).

"**ER Gearing**" is as defined in Payout Condition 2.3(b).

"**ER Strike Percentage**" is as defined in Payout Condition 2.3(b).

"**ER Value**" is as defined in Payout Condition 2.3(b).

"**Escrow**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Escrow Agent**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Established Rate**" is as defined in Note Condition 7.2.

"**ETI**" is as defined in ETI Security Condition 1 and Condition 6.2(b).

"**ETI Basket**" is as defined in ETI Security Condition 1.

"**ETI Documents**" is as defined in ETI Security Condition 1.

"**ETI Interest Correction Period**" is as defined in ETI Security Condition 1.

"**ETI Interest(s)**" is as defined in ETI Security Condition 1 and Condition 6.2(b).

"**ETI Related Party**" is as defined in ETI Security Condition 1.

"**ETI Securities**" is as defined in Note Condition 1.1.

"**ETI Security Conditions**" is as defined in Annex 4, paragraph 1.

"**EURIBOR**" is as defined in Note Condition 3.4(a).

"**euro**" is as defined in Note Condition 7.2.

"**Euroclear France**" is as defined in Terms and Conditions of the Notes, paragraph 8.

"**Event Determination Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Events of Default**" is as defined in Note Condition 8.1(a), Note Condition 8.1(b) and Note Condition 8.1(c).

"**Excess Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Exchange**" is as defined in Index Security Condition 1 and Share Security Condition 1, ETI Security Condition 1, Commodity Security Condition 1 and Futures Security Condition 1.

"**Exchange Bonds or Loans**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Exchange Business Day (All ETI Interests Basis)**" is as defined in ETI Security Condition 1.

"**Exchange Business Day (All Futures Basis)**" is as defined in Futures Security Condition 1.

"**Exchange Business Day (All Indices Basis)**" is as defined in Index Security Condition 1.

"**Exchange Business Day (All Share Basis)**" is as defined in Share Security Condition 1.

"**Exchange Business Day (Per ETI Interest Basis)**" is as defined in ETI Security Condition 1.

"**Exchange Business Day (Per Future Basis)**" is as defined in Futures Security Condition 1.

"**Exchange Business Day (Per Index Basis)**" is as defined in Index Security Condition 1.

"**Exchange Business Day (Per Share Basis)**" is as defined in Share Security Condition 1.

"**Exchange Business Day (Single ETI Interest Basis)**" is as defined in ETI Security Condition 1.

"**Exchange Business Day (Single Future Basis)**" is as defined in Futures Security Condition 1.

"**Exchange Business Day (Single Index Basis)**" is as defined in Index Security Condition 1.

"**Exchange Business Day (Single Share Basis)**" is as defined in Share Security Condition 1.

"**Exchange Business Day**" is as defined in Index Security Condition 1, Share Security Condition 1, ETI Security Condition 1, Debt Security Condition 2 and Futures Security Condition 1.

"**Exchange Disruption**" is as defined in Index Security Condition 1, Share Security Condition 1, ETI Security Condition 1 and Futures Security Condition 1.

"**Exchange Notice**" is as defined in Note Condition 7.1(d).

"**Exchangeable Obligation**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Exchange-traded Contract**" is as defined in Index Security Condition 9.1 and in Debt Security Conditions 6 and 9.

"**Excluded Deliverable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Excluded Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Exempt Securities**" is as defined in Terms and Conditions of the Notes, paragraph 2.

"**Exercise Amount**" is as defined in the Credit Security Condition 8(a)(i) and the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Exercise Cut-off Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Exhaustion Point**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Expenses**" is as defined in Note Condition 4(b)(i)(C).

"**Extended Physical Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Extended Redemption Date**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Extended Valuation Period**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Extension Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Extension Notice**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**external indebtedness**" is as defined in Note Condition 2.3.

"**Extraordinary ETI Event**" is as defined in ETI Security Condition 4.

"**Extraordinary ETI Event Effective Date**" is as defined in ETI Security Condition 1.

"**Extraordinary ETI Event Notice**" is as defined in ETI Security Condition 6.1.

"**Extraordinary ETI Event Notification Date**" is as defined in ETI Security Condition 6.1.

"**Extraordinary Event**" is as defined in Share Security Condition 4.1.

"**Extraordinary Event Effective Date**" is as defined in Share Security Condition 1.

"**Extraordinary Fund Event''** is as defined in Fund Security Condition 2.

"**Extraordinary Fund Event Effective Date**" is as defined in Fund Security Condition 1.

"**Extraordinary Fund Event Notice**" is as defined in Fund Security Condition 4.1.

"**Extraordinary Fund Event Notification Date''** is as defined in Fund Security Condition 4.1.

"**Failure to Deliver due to Illiquidity**" is as defined in Note Condition 4(b)(i)(F).

"**Failure to Deliver Redemption Amount**" is as defined in Note Condition 4(b)(i)(F).

"**Failure to Pay**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Fallback Bond**" is as defined in Inflation Index Security Condition 1.

"**Fallback Settlement Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Fallback Settlement Method**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**FATCA withholding**" is as defined in Note Condition 6.2.

"**FBF Agreement**" is as defined in Note Condition 3.4(b).

"**FBF Rate**" is as defined in Note Condition 3.4(b).

"**FI Basket 1**" is as defined in Payout Condition 3.2.

"**FI Basket 2**" is as defined in Payout Condition 3.2.

"**FI Constant Percentage 1**" is as defined in Payout Condition 3.6.

"**FI DC Barrier Value**" is as defined in Payout Condition 3.2.

"**FI Digital Cap Condition**" is as defined in Payout Condition 3.6.

"**FI Digital Cap Level**" is as defined in Payout Condition 3.6.

"**FI Digital Coupon Condition**" is as defined in Payout Condition 3.2.

"**FI Digital Floor Condition**" is as defined in Payout Condition 3.6.

"**FI Digital Floor Level**" is as defined in Payout Condition 3.6.

"**FI Digital Plus Condition**" is as defined in Payout Condition 3.6.

"**FI Digital Plus Level**" is as defined in Payout Condition 3.6.

"**FI Digital Value**" is as defined in Payout Condition 3.6.

"**FI Interest Valuation Date**" is as defined in Payout Condition 3.2.

"**FI Lower Barrier Level**" is as defined in Payout Condition 3.2.

"**FI Lower Barrier Level 2**" is as defined in Payout Condition 3.2.

"**FI Rate**" is as defined in Payout Condition 3.2.

"**FI Rate A**" is as defined in Payout Condition 3.2.

"**FI Rate B**" is as defined in Payout Condition 3.2.

"**FI Redemption Valuation Date**" is as defined in Payout Condition 3.6.

"**FI Upper Barrier Level**" is as defined in Payout Condition 3.2.

"**FI Upper Barrier Level 2**" is as defined in Payout Condition 3.2.

"**FI Valuation Date**" is as defined in Payout Condition 3.6.

"**Final Calculation Date**" is as defined in ETI Security Condition 1.

"**Final Coupon Rate**" is as defined in Payout Condition 3.6.

"**Final Day Count Fraction**" is as defined in Payout Condition 3.6.

"**Final Interest Period**" is as defined in Payout Condition 3.6.

"**Final Interest Pricing Date**" is as defined in Commodity Security Condition 1.

"**Final Interest Rate**" is as defined in Payout Condition 3.5.

"**Final List**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Final List Publication Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Final Payout**" is as defined in Payout Condition 3.3 and Condition 2.2.

"**Final Price**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Final Price Calculation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Final Pricing Date**" is as defined in Commodity Security Condition 1.

"**Final Redemption Amount**" is as defined in Note Condition 5.1.

"**Final Redemption Condition**" is as defined in Payout Condition 2.12.

"**Final Redemption Condition 1**" is as defined in Payout Condition 2.12.

"**Final Redemption Condition 2**" is as defined in Payout Condition 2.12.

"**Final Redemption Condition Level**" is as defined in Payout Condition 2.5(a).

"**Final Redemption Condition Level 2**" is as defined in Payout Condition 2.5(a).

"**Final Redemption Value**" is as defined in Payout Condition 2.12.

"**Final Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Final Settlement Price**" is as defined in Payout Condition 3.6.

"**First Entity**" is as defined in Note Condition 9.1.

"**First Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**First Ranking**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**First Ranking Interest**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**First Traded Price**" is as defined in Index Security Condition 9.1.

"**Fixed Cap**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Floating Rate**" is as defined in Note Condition 3.4(a) and Underlying Interest Rate Security Condition 2.

"**Floating Rate Option**" is as defined in Note Condition 3.4(a) and Underlying Interest Rate Security Condition 2.

"**Floor**" is as defined in Payout Condition 3.2 and Payout Condition 3.6.

"**Floor Percentage**" is as defined in Payout Condition 2.12.

"**Force Majeure Event**" is as defined in Note Condition 9.1.

"**Form of Auction Settlement Terms**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Formula**" is as defined in Payout Condition 4.

"**Formula Constituent**" is as defined in Payout Condition 4.

"**Forward**" is as defined in Payout Condition 2.2(b), 2.2(e)(i)(C) and Payout Condition 2.2(e)(ii)(D).

"**FR Athena up Rate**" is as defined in Payout Condition 2.5(b).

"**FR Barrier Value**" is as defined in Payout Condition 2.12.

"**FR Barrier Value 2**" is as defined in Payout Condition 2.12.

"**FR Calculation Period**" is as defined in Payout Condition 2.5(b).

"**FR Cap Percentage**" is as defined in Payout Condition 2.5(b).

"**FR Constant Percentage**" is as defined in Payout Condition 2.5(b).

"**FR CSN Rate**" is as defined in Payout Condition 2.5(b).

"**FR Day Count Fraction**" is as defined in Payout Condition 2.5(b).

"**FR Exit Rate**" is as defined in Payout Condition 2.5(b).

"**FR Floor Percentage**" is as defined in Payout Condition 2.5(b).

"**FR Gearing**" is as defined in Payout Condition 2.5(b).

"**FR Rate**" is as defined in Payout Condition 2.5(b).

"**FR Redemption Percentage**" is as defined in Payout Condition 2.5(b).

"**FR Reference Rate**" is as defined in Payout Condition 2.5(b).

"**FR Spread**" is as defined in Payout Condition 2.5(b).

"**FR Strike Percentage**" is as defined in Payout Condition 2.5(b).

"**FR Value**" is as defined in Payout Condition 2.5(b).

"**freely tradable**" is as defined in Note Condition 4(b)(iii).

"**Full Quotation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Fully Transferable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Fund**" is as defined in Fund Security Condition 1 and Fund Security Condition 2.37(i).

"**Fund Basket**" is as defined in Fund Security Condition 1.

"**Fund Business Day**" is as defined in Fund Security Condition 1.

"**Fund Business Day (All Fund Shares Basis)**" is as defined in Fund Security Condition 1.

"**Fund Business Day (Per Fund Share Basis)**" is as defined in Fund Security Condition 1.

"**Fund Business Day (Single Fund Share Basis)**" is as defined in Fund Security Condition 1.

"**Fund Documents**" is as defined in Fund Security Condition 1.

"**Fund Securities**" is as defined in Note Condition 1.1.

"**Fund Security Conditions**" is as defined in Annex 9, paragraph 1.

"**Fund Service Provider**" is as defined in Fund Security Condition 1.

"**Fund Share(s)**" is as defined in Fund Security Condition 1 and Fund Security Condition 2.37(ii).

"**Fund Valuation Date**" is as defined in Fund Security Condition 1.

"**Further Subordinated Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Future**" is as defined in Futures Security Condition 1.

"**Futures**" is as defined in Futures Security Condition 1.

"**Futures Adjustment Event**" is as defined in Futures Security Condition 3.1.

"**Futures Contract**" is as defined in Commodity Security Condition 1.

"**Futures Correction Period**" is as defined in Futures Security Condition 1.

"**Futures De-Listing**" is as defined in Futures Security Condition 3.1.

"**Futures Modification**" is as defined in Futures Security Condition 3.1.

"**Futures or Options Exchange**" is as defined in Index Security Condition 9.1 and in Debt Security Condition 6.

"**Futures Replacement**" is as defined in Futures Security Condition 3.1.

"**Futures Rollover Date**" is as defined in Commodity Security Condition 1, Index Security Condition 9.1, and in Debt Security Condition 6.

"**Futures Rollover Period**" is as defined in Commodity Security Condition 1, in Index Security Condition 9.1, and in Debt Security Condition 6.

"**Futures Security Conditions**" is as defined in Annex 10, paragraph 1.

"**FX Averaging Date**" is as defined in Currency Security Condition 1.

"**FX Digital Level**" is as defined in Currency Security Condition 1.

"**FX Digital Observation Date**" is as defined in Currency Security Condition 1.

"**FX Disruption Event**" is as defined in Note Condition 4(c).

"**FX Disruption Notice**" is as defined in Note Condition 4(c).

"**FX Knock-in Level**" is as defined in Currency Security Condition 1.

"**FX Knock-out Level**" is as defined in Currency Security Condition 1.

"**FX Settlement Disruption Currency**" is as defined in Note Condition 4(a)(II).

"**FX Settlement Disruption Cut-off Date**" is as defined in Note Condition 4(a)(II).

"**FX Settlement Disruption Event**" is as defined in Note Condition 4(a)(II).

"**FX Settlement Disruption Exchange Rate**" is as defined in Note Condition 4(a)(II).

"**FX Settlement Disruption Expenses**" is as defined in Note Condition 4(a)(II).

"**FX Settlement Disruption Notice**" is as defined in Note Condition 4(a)(II).

"**FX Value**" is as defined in Payout Condition 2.6(a).

"**FX Weighting**" is as defined in Payout Condition 3.6.

"**$FX_{(i)}$**" is as defined in Payout Condition 2.4(a), Payout Condition 2.4(b) and Payout Condition 2.4(c).

"**FX(k,i)**" is as defined in Payout Condition 2.4(d).

"**G**" is as defined in Payout Condition 3.6.

"**GDR**" is as defined in Share Security Condition 8.

"**Gear Down**" is as defined in Payout Condition 2.12.

"**Gear Up 1**" is as defined in Payout Condition 2.12.

"**Gear Up 2**" is as defined in Payout Condition 2.12.

"**Gearing**" is as defined in Payout Condition 2.12 and Payout Condition 3.6.

"**Gearing A**" is as defined in Payout Condition 3.6.

"**Gearing B**" is as defined in Payout Condition 3.6.

"**Gearing Down**" is as defined in Payout Condition 2.12.

"**Gearing Up**" is as defined in Payout Condition 2.12.

"**Global Cap A**" is as defined in Payout Condition 3.2.

"**Global Cap B**" is as defined in Payout Condition 3.2.

"**Global Floor A**" is as defined in Payout Condition 3.2.

"**Global Floor B**" is as defined in Payout Condition 3.2.

"**Global Floor Percentage**" is as defined in Payout Condition 2.12.

"**Global Margin**" is as defined in Payout Condition 3.2.

"**Global Note**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**Government Authority**" is as defined in Note Condition 9.1.

"**Governmental Authority**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Governmental Intervention**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Grace Period**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit security Conditions, Part B, Condition 6.

"**Grace Period Business Day**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Grace Period Extension Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Greatest Basket Value**" is as defined in Payout Condition 2.7(b).

"**Greatest Best Intraday Value**" is as defined in Payout Condition 2.7(b).

"**Greatest Best Value**" is as defined in Payout Condition 2.7(b).

"**Greatest Rainbow Value**" is as defined in Payout Condition 2.7(b).

"**Greatest Underlying Reference Intraday Value**" is as defined in Payout Condition 2.7(a).

"**Greatest Underlying Reference Value**" is as defined in Payout Condition 2.7(a).

"**Greatest Worst Value**" is as defined in Payout Condition 2.7(b).

"**Guarantee**" is as defined in Note Condition 19.3(b) and Terms and Conditions of the Notes, paragraph 7.

"**Guarantees**" is as defined in Terms and Conditions of the Notes, paragraph 7.

"**Guarantor**" is as defined in Note Condition 19.3(b) and Terms and Conditions of the Notes, paragraph 3.

"**Guarantors**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**Hedge**" is as defined in Note Condition 9.1.

"**Hedge Counterparty**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Hedge Disruption Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Hedge Fund**" is as defined in Fund Security Condition 1.

"**Hedge Provider**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Hedge Transaction**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Hedging Cost**" is as defined in Payout Condition 1.5.

"**Hedging Date**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Hedging Disruption**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Note Condition 9.1.

"**Hedging Shares**" is as defined in ETI Security Condition 1 and Note Condition 9.1.

"**HKMA**" is as defined in Note Condition 1.2(f).

"**Holders**" is as defined in Terms and Conditions of the Notes, paragraph 5.

"**Hong Kong**" is as defined in Note Condition 1.2(f).

"**Hybrid Securities**" is as defined in Note Condition 1.1.

"**Hypothetical Investor**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"***i***" is as defined in Payout Condition 2.12.

"**Illiquidity**" is as defined in Share Security Condition 4.1.

"**Illiquidity Disruption**" is as defined in Currency Security Condition 1 and in Note Condition 4(c).

"**Implicit Portfolio Size**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Implied Embedded Option Value**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Implied Embedded Option Value Determination Date**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**impossibility**" is as defined in Note Condition 4(a)(I).

"**impossible**" is as defined in Note Condition 4(a)(I).

"**impractical**" is as defined in Note Condition 4(a)(I).

"**impracticality**" is as defined in Note Condition 4(a)(I).

"**Incontrovertibility Event**" is as defined in Note Condition 4(c).

"**Increased Cost of Hedging**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Note Condition 9.1.

"**Increased Cost of Stock Borrow**" is as defined in Note Condition 9.1.

"**Incurred Loss Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Incurred Recovery Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Index**" is as defined in Index Security Condition 1.

"**$\mathbf{Index_t}$**" is as defined in Payout Condition 2.6(a).

"**$\mathbf{Index_{t-1}}$**" is as defined in Payout Condition 2.6(a).

"**Index Adjustment Event**" is as defined in Index Security Condition 3.2.

"**Index Cancellation**" is as defined in Index Security Condition 3.2 and Inflation Index Security Condition 1.

"**Index Component**" is as defined in Commodity Security Condition 1 and Commodity Security Condition 3(b).

"**Index Component Disruption Event**" is as defined in Commodity Security Condition 1.

"**Index Correction Period**" is as defined in Index Security Condition 1.

"**Index Disruption**" is as defined in Index Security Condition 3.2.

"**Index Modification**" is as defined in Index Security Condition 3.2 and Inflation Index Security Condition 1.

"**Index Securities**" is as defined in Note Condition 1.1..

"**Index Security Conditions**" is as defined in Index Security Conditions, paragraph 1.

"**Index Sponsor**" is as defined in the Credit Security Conditions, Part A-1, Condition 10, in Index Security Condition 1, Index Security Condition 8 and Inflation Index Security Condition 1.

"**Indicative Quotation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Indices**" is as defined in Index Security Condition 1.

"**Inflation Index**" or "**Inflation Indices**" is as defined in Inflation Index Security Condition 1.

"**Inflation Index$_{(base)}$**" is as defined in Payout Condition 3.6.

"**Inflation Index$_{(i)}$**" is as defined in Payout Condition 3.6.

"**Inflation Index$_{(i-1)}$**" is as defined in Payout Condition 3.6.

"**Inflation Index Securities**" is as defined in Note Condition 1.1..

"**Inflation Index Security Conditions**" is as defined in Annex 7, paragraph 1.

"**Inflation Rate**" is as defined in Payout Condition 3.6.

"**Initial Calculation Date**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Initial Interest Pricing Date**" is as defined in Commodity Security Condition 1.

"**Initial Pricing Date**" is as defined in Commodity Security Condition 1.

"**Initial Settlement Price**" is as defined in Payout Condition 3.6.

"**Initial Stock Loan Rate**" is as defined in Note Condition 9.1.

"**Insolvency**" is as defined in Share Security Condition 4.1.

"**Insolvency Filing**" is as defined in Note Condition 9.1.

"**Interest**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Note Condition 6.2.

"**Interest Amount**" is as defined in Note Condition 3.2(c) and 3.3(c).

"**Interest Determination Date**" is as defined in Note Conditions 3.2(c) and 3.3(c).

"**Interest Period End Date**" is as defined in Note Condition 3.2(a).

"**Interest Period End Final Date**" is as defined in Note Condition 3.1 and Note Condition 3.2(a).

"**Interest Pricing Date**" is as defined in Commodity Security Condition 1.

"**Interest Shortfall Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Interest Shortfall Payment Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Interests**" is as defined in ETI Security Condition 1.

"**Intervening Period**" is as defined in Note Condition 4(b)(i)(D).

"**Intraday Level**" is as defined in Index Security Condition 1 and Index Security Condition 8.

"**Intraday Price**" is as defined in Share Security Condition 1, ETI Security Condition 1 and Commodity Security Condition 1.

"**Investment/AUM Level**" is as defined in ETI Security Condition 1.

"**ISDA**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 , Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex and Credit Security Conditions, Part B, Condition 6.

"**ISDA Definitions**" is as defined in Note Condition 3.4(a) and Underlying Interest Rate Security Condition 2.

"**ISDA Rate**" is as defined in Note Condition 3.4(a).

"**Issuer**" is as defined in Terms and Conditions of the Note, paragraph 3.

"**Issuer Account Information Notice**" is as defined in Note Condition 4(c).

"**Italian Agent**" is as defined in the Terms and Conditions of the Notes, paragraph 3.

"**Italian Dematerialised Notes**" is as defined in Note Condition 1.

"**Italian Listed Notes**" is as defined in Note Condition 12.

"**Italian Securities Reference Price**" is as defined in Share Security Condition 1.

"***j***" is as defined in Payout Condition 2.12.

"**Joint Potential Successor**" is as defined in the Credit Security Conditions, Part A-1, Condition 6(a)(iv).

"**Joint Relevant Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 6(a)(iv).

"**July 2009 Supplement**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex and the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Jurisdiction Event**" is as defined in Note Condition 9.1.

"***k***" is as defined in Payout Condition 2.12.

"***K***" is as defined in Payout Condition 2.12.

"**Knock-in Averaging Date**" is as defined in Currency Security Condition 1.

"**Knock-in Determination Day**" is as defined in Note Condition 10.7.

"**Knock-in Determination Period**" is as defined in Note Condition 10.7.

"**Knock-in Event**" is as defined in Note Condition 10.7.

"**Knock-in Level**" is as defined in Note Condition 10.7.

"**Knock-in Observation Date**" is as defined in Currency Security Condition 1.

"**Knock-in Observation Price Source**" is as defined in Note Condition 10.7.

"**Knock-in Period Beginning Date**" is as defined in Note Condition 10.7.

"**Knock-in Period Ending Date**" is as defined in Note Condition 10.7.

"**Knock-in Range Level**" is as defined in Note Condition 10.7.

"**Knock-in Valuation Time**" is as defined in Note Condition 10.7.

"**Knock-in Value**" is as defined in Note Condition 10.7.

"**Knock-out Averaging Date**" is as defined in Currency Security Condition 1.

"**Knock-out Determination Day**" is as defined in Note Condition 10.7.

"**Knock-out Determination Period**" is as defined in Note Condition 10.7.

"**Knock-out Event**" is as defined in Note Condition 10.7.

"**Knock-out Level**" is as defined in Note Condition 10.7.

"**Knock-out Observation Date**" is as defined in Currency Security Condition 1.

"**Knock-out Observation Price Source**" is as defined in Note Condition 10.7.

"**Knock-out Period Beginning Date**" is as defined in Note Condition 10.7.

"**Knock-out Period Ending Date**" is as defined in Note Condition 10.7.

"**Knock-out Range Level**" is as defined in Note Condition 10.7.

"**Knock-out Valuation Time**" is as defined in Note Condition 10.7.

"**Knock-out Value**" is as defined in Note Condition 10.7.

"**Largest Asset Package**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Latest Credit Security Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Latest Level**" is as defined in Inflation Index Security Condition 2(b).

"**Latest Maturity Restructured Bond**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Latest Permissible Physical Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Legacy Reference Entity**" is as defined in the Credit Security Conditions, Part A-1, Condition 6(b)(ii) and Part A-2, Condition 6(b)(ii).

"**Level**" is as defined in Note Condition 10.7.

"**LIBOR**" is as defined in Note Condition 3.4(a)(iii).

"**Limitation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Limit Price Event**" is as defined in the Commodity Security Conditions, Condition 1.

"**Linear Basket Credit Certificate**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Linear Basket Credit Notes**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Linear Basket Credit Securities**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Linear Basket Credit Warrant**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Linked Interest Notes**" is as defined in Note Condition 1.1.

"**Listed**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Listing Change**" is as defined in Share Security Condition 4.1.

"**Listing Suspension**" is as defined in Share Security Condition 4.1.

"**Loan**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Local Cap**" is as defined in Payout Condition 3.2.

"**Local Cap Percentage**" is as defined in Payout Condition 2.12.

"**Local Currency**" is as defined in Note Condition 9.1.

"**Local Floor**" is as defined in Payout Condition 3.2.

"**Local Floor Percentage**" is as defined in Payout Condition 2.12.

"**London Business Day**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Loss Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Loss of Stock Borrow**" is as defined in ETI Security Condition 1 and Note Condition 9.1.

"**Loss Percentage**" is as defined in Payout Condition 2.12.

"**Loss Threshold Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Lowest Basket Value**" is as defined in Payout Condition 2.8(b).

"**Lowest Best Value**" is as defined in Payout Condition 2.8(b).

"**Lowest Rainbow Value**" is as defined in Payout Condition 2.8(b).

"**Lowest Underlying Reference Intraday Value**" is as defined in Payout Condition 2.8(a).

"**Lowest Underlying Reference Value**" is as defined in Payout Condition 2.8(a).

"**Lowest Worst Intraday Value**" is as defined in Payout Condition 2.8(b).

"**Lowest Worst Value**" is as defined in Payout Condition 2.8(b).

"**LPN**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**LPN Issuer**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**LPN Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Luxembourg Business Day**" is as defined in Note Condition 3.6.

"**m**" is as defined in Payout Condition 2.12.

"**M**" is as defined in Payout Condition 2.12.

"**M(M)R Restructuring**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Market Disruption Event**" is as defined in Index Security Condition 2, Share Security Condition 2, ETI Security Condition 2, Debt Security Condition 3, Commodity Security Condition 2 and Futures Security Condition 2.

"**Material Change in Content**" is as defined in Commodity Security Condition 1.

"**Material Change in Formula**" is as defined in Commodity Security Condition 1.

"**Maturity Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Maximum Maturity**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Maximum Stock Loan Rate**" is as defined in ETI Security Condition 1 and Note Condition 9.1.

"**Merger Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 , Share Security Condition 4.1, ETI Security Condition 1 and Fund Security Condition 1.

"**Merger Event Redemption Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**MID**" is as defined in Share Security Condition 4.1.

"**Min Coupon**" is as defined in Payout Condition 2.12.

"**Minimum Quotation Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Modified Eligible Transferee**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Modified Restructuring Maturity Limitation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Modified Value (k)**" is as defined in Payout Condition 2.2(k).

"**Modified Value(i,k)**" is as defined in Payout Condition 2.1(i).

"**Moody's**" is as defined in ETI Security Condition 4.25 and Fund Security Condition 2.37.

"**Monte Titoli**" is as defined in Note Condition 1.1.

"**Movement Option Cut-Off Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Multi-Exchange Index**" is as defined in Index Security Condition 1.

"**Multiple Holder Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Multiple Underlying Interest Rate**" is as defined in Payout Condition 3.6.

"**Multiple Underlying Interest Rate Gearing**" is as defined in Payout Condition 3.2.

"**Multiple Underlying Reference Rate**" is as defined in Payout Condition 3.2.

"**Multiple Underlying Reference Rate Value**" is as defined in Note Condition 11.2.

"**Mutual Fund**" is as defined in Fund Security Condition 1.

"**n**" is as defined in Payout Condition 3.1(d) and Payout Condition 2.1(e).

"**N**" is as defined in Payout Condition 2.1(e), Payout Condition 3.1(d) and the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**NA**" is as defined in the Credit Security Conditions, Part B, Condition 6, Payout Condition 2.12 and Payout Condition 3.6.

"**Nationalisation**" is as defined in Share Security Condition 4.1.

"**NAV per Fund Share**" is as defined in Fund Security Condition 1.

"**NAV Trigger Event**" is as defined in Fund Security Condition 1.

"**NAV Trigger Percentage**" is as defined in Fund Security Condition 1.

"**NAV Trigger Period**" is as defined in Fund Security Condition 1.

"**Nearby Month**" is as defined in Commodity Security Condition 1.

"**nEDS**" is as defined in Payout Condition 2.2(b) and 2.2(e)(i).

"**nEnd days**" is as defined in Payout Condition 2.12.

"**Next Currency Fixing Time**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**nfixed**" is as defined in Payout Condition 2.5(a).

"**No Auction Announcement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Non Recovered Loss**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Non-Capped Reference Entity**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Non-Commencement or Discontinuance of the Exchange-traded Contract**" is as defined in Index Security Condition 9.1 and in Debt Security Condition 6.

"**Non-Conforming Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Non-Conforming Substitute Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Non-Financial Instrument**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Non-Principal Protected Termination Amount**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Non-Standard Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Non-Transferability Notice**" is as defined in Note Condition 4(c).

"**Non-Transferable Instrument**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**NOPS Amendment Notice**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**NOPS Cut-off Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**NOPS Effective Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Not Bearer**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Not Contingent**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Not Domestic Currency**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Not Domestic Issuance**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Not Domestic Law**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Not Sovereign Lender**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Not Subordinated**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Note Agency Agreement**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**Noteholder**" is as defined in Note Condition 1.1.

"**Noteholder Account Information Notice**" is as defined in Note Condition 4(c).

"**Noteholders**" is as defined in Note Condition 1.1 and Terms and Conditions of the Notes, paragraph 5.

"**Noteholders of the relevant Series**" is as defined in Terms and Conditions of the Notes, paragraph 4.

"**Notes**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**Notes of the relevant Series**" is as defined in Terms and Conditions of the Notes, paragraph 4.

"**Notice Delivery Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Notice Delivery Period**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Notice of Physical Settlement**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Notice of Publicly Available Information**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Notice Period**" is as defined in Note Condition 5.3 and Note Condition 5.4.

"**Notional Credit Derivative Transaction**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**nStart days**" is as defined in Payout Condition 2.12.

"**Nth**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Nth-to-Default Credit Certificate**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Nth-to-Default Credit Note**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Nth-to-Default Credit Warrant**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Number (k,i)**" is as defined in Payout Condition 2.4.

"**Number of NAV Publication Days**" is as defined in Fund Security Condition 1.

"**Number of Value Publication Days**" is as defined in ETI Security Condition 1.

"**Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Obligation Acceleration**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Obligation Category**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Obligation Characteristic**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Obligation Currency**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Obligation Default**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Observation Date**" is as defined in Index Security Condition 8, in Note Condition 12, in Currency Security Condition 1 and in Fund Security Condition 1.

"**Observation Period**" is as defined in Index Security Condition 8 and in Note Condition 12.

"**Observation Price Source**" is as defined in Note Condition 11.2.

"**Officer's Certification**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Official Settlement Price**" is as defined in Index Security Condition 9.1.

"**Option**" is as defined in Payout Condition 3.3(a), Payout Condition 2.2(b)(i), Payout Condition 2.2(e)(i)(C) and Payout Condition 2.2(e)(ii)(D).

"**Option Up**" is as defined in Payout Condition 2.2(f)(vi) and 2.2(f)(vii).

"**Option Down**" is as defined in Payout Condition 2.2(f)(vi) and 2.2(f)(vii).

"**Optional Additional Disruption Event**" is as defined in Note Condition 9.1.

"**Optional Redemption Amount**" is as defined in Note Condition 5.3 and Note Condition 5.4.

"**Options Exchange**" is as defined in Share Security Condition 4.2(e) and ETI Security Condition 6.2(a)(ii).

"**Original Bonds**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Original Loans**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Original Non-Standard Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Outstanding Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Outstanding Notional Amount**" or "**ONA**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Outstanding Principal Balance**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Outstanding Principal/Notional Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Package Observable Bond**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Paid Coupon**" is as defined in Payout Condition 3.2.

"**Paid FX Memory Coupons**" is as defined in Payout Condition 3.1(f).

"**Parallel Auction**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Parallel Auction Cancellation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Parallel Auction Final Price Determination Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Parallel Auction Settlement Terms**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Parallel Notice of Physical Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Partial Cash Settlement Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Partial Cash Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Participating Bidders**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Paying Agents**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**Payment**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Payment Day**" is as defined in Note Condition 4(a).

"**Payment Disruption Event**" is as defined in Note Condition 4(a).

"**Payment Requirement**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Payout Conditions**" is as defined in Annex 1, paragraph 1.

"**Payout Currency**" is as defined in Payout Condition 2.12.

"**Payout FX Closing Price Value**" is as defined in Payout Condition 2.12.

"**Payout FX Strike Closing Price Value**" is as defined in Payout Condition 2.12.

"**Payout FX Rate Date**" is as defined in Payout Condition 2.12.

"**Payout FX Rate Strike Date**" is as defined in Payout Condition 2.12.

"**Payout FX Value**" is as defined in Payout Condition 2.12.

"**Payout Switch**" is as defined in Note Condition 5.11.

"**Performance**" is as defined in Payout Condition 2.6(b).

"**Performance Value**" is as defined in Payout Condition 3.6.

"**Permissible Deliverable Obligations**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Permitted Contingency**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Permitted Currency**" is as defined in the Credit Security Conditions, Part A-2, Condition 10.

"**Permitted Reorganisation**" is as defined in Note Condition 8.1(b).

"**Permitted Transfer**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Physical Delivery Note**" is as defined in Note Condition 1.1.

"**Physical Settlement Adjustment**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Physical Settlement Adjustment Rounding Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Physical Settlement Buy Request**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Physical Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Physical Settlement Matrix**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Physical Settlement Period**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Physical Settlement Sell Request**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Physically Settled Securities**" is as defined in Note Condition 1.1.

"**Post Dismissal Additional Period**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Postponed DE Payment Date**" is as defined in Note Condition 4(c).

"**Postponed Settlement Date**" is as defined in Fund Security Condition 5.

"**Potential Adjustment Event**" is as defined in Share Security Condition 3 and ETI Security Condition 3.

"**Potential Adjustment Event Effective Date**" is as defined in Share Security Condition 3 and ETI Security Condition 3.

"**Potential Cash Settlement Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Potential Failure to Pay**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions Part B, Condition 6.

"**Potential Repudiation/Moratorium**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**PRDC Performance**" is as defined in Payout Condition 3.1(h).

"**Price Materiality Event**" is as defined in Note Condition 12.

"**Price Source**" is as defined in Commodity Security Condition 1 and Currency Security Condition 1.

"**Price Source Disruption**" is as defined in Commodity Security Condition 1 and Currency Security Condition 1.

"**Pricing Date**" is as defined in Commodity Security Condition 1.

"**principal**" is as defined in Note Condition 6.2.

"**Principal Paying Agent**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**Principal Protected Termination Amount**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Prior Deliverable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Prior Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Private Equity Fund**" is as defined in Fund Security Condition 1.

"**Private-side Loan**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Prohibited Action**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Prospectus Directive**" is as defined in Terms and Conditions of the Notes, paragraph 2.

"**Protected Amount**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Public Source**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Publicly Available Information**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Put**" is as defined in Payout Condition 2.2(b)(i)(B), in Payout Condition 2.2(e)(i)(C), in Payout Condition 2.2(e)(ii)(D), in Payout Condition 2.2(f)(vi) and in Payout Condition 2.2(f)(vii).

"**Put Athena up Rate**" is as defined in Payout Condition 2.3(f).

"**Put Calculation Period**" is as defined in Payout Condition 2.3(f).

"**Put Cap Percentage**" is as defined in Payout Condition 2.3(f).

"**Put Constant Percentage**" is as defined in Payout Condition 2.3(f).

"**Put CSN Rate**" is as defined in Payout Condition 2.3(f).

"**Put Exit Rate**" is as defined in Payout Condition 2.3(f).

"**Put Floor Percentage**" is as defined in Payout Condition 2.3(f).

"**Put Gearing**" is as defined in Payout Condition 2.3(f)2.3(e).

"**Put Notice**" is as defined in Note Condition 5.4.

"**Put Rate**" is as defined in Payout Condition 2.3(f).

"**Put Redemption Percentage**" is as defined in Payout Condition 2.3(f).

"**Put Reference Rate**" is as defined in Payout Condition 2.3(f).

"**Put Spread**" is as defined in Payout Condition 2.2(b)(i), in Payout Condition 2.2(e)(i)(C) and in Payout Condition 2.2(e)(ii)(D).

"**Put Spread Percentage**" is as defined in Payout Condition 2.3(f).

"**Put Strike Percentage**" is as defined in Payout Condition 2.3(f).

"**Put Value**" is as defined in Payout Condition 2.3(f).

"**PW**" is as defined in Payout Condition 2.2(h).

"**q**" is as defined in Payout Condition 2.12.

"**Q**" is as defined in Payout Condition 2.12.

"**Qualifying Affiliate Guarantee**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Qualifying Guarantee**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Qualifying Participation Seller**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Quantum of the Claim**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Quotation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Quotation Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Rainbow Value**" is as defined in Payout Condition 2.6(c).

"**Range Accrual Coupon Barrier Level Down**" is as defined in Payout Condition 3.2.

"**Range Accrual Coupon Barrier Level Up**" is as defined in Payout Condition 3.2.

"**Range Accrual Coupon Condition**" is as defined in Payout Condition 3.2.

"**Range Accrual Day**" is as defined in Payout Condition 3.2.

"**Range Cut-off Date**" is as defined in Payout Condition 3.2.

"**Range Period**" is as defined in Payout Condition 3.2.

"**Range Period End Date**" is as defined in Payout Condition 3.2.

"**Ranked Value**" is as defined in Payout Condition 2.6(c).

"**Ranking**" is as defined in Payout Condition 2.6(c).

"**Rate**" is as defined in Payout Condition 2.5(a) and Payout Condition 3.2.

"**Rebased Index**" is as defined in Inflation Index Security Condition 1 and Inflation Index Security Condition 4.5.

"**Receiptholders**" is as defined in Terms and Conditions of the Notes, paragraph 5.

"**Receipts**" is as defined in Note Condition 1.1.

"**Record Date**" is as defined in Note Condition 4(a).

"**Recovery Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Recovery Threshold Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Redeemed Notes**" is as defined in Note Condition 5.3.

"**Redemption Adjustment**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Redemption Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Redemption Payout**" is as defined in Payout Condition 2.12.

"**Redemption Preliminary Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Redemption Proceeds**" is as defined in Fund Security Condition 5.

"**Redemption Residual Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Redenomination Date**" is as defined in Note Condition 7.2.

"**Reference Dealers**" is as defined in Commodity Security Condition 1.

"**Reference Entities**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Reference Entity**" is as defined in the Credit Security Conditions, Part B, Condition 6 and the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Reference Entity Notional Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Reference Entity Weighting**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Reference Jurisdiction**" is as defined in Note Condition 4(c).

"**Reference Level**" is as defined in Inflation Index Security Condition 2(b).

"**Reference Month**" is as defined in Inflation Index Security Condition 1.

"**Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Reference Obligation Notional Amount**" or "**RONA**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Reference Obligations Only**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Reference Obligation Only Trade**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Register**" is as defined in Note Condition 1.1.

"**Registered Global Note**" is as defined in Note Condition 1.2(f).

"**Registered Notes**" is as defined in Note Condition 1.1.

"**Registrar**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**Regulation S**" is as defined in Note Condition 1.2(f).

"**Related Bond**" is as defined in Inflation Index Security Condition 1.

"**Related Bond Redemption Event**" is as defined in Inflation Index Security Condition 1.

"**Related Exchange**" is as defined in Index Security Condition 1 and Share Security Condition 1 and ETI Security Condition 1.

"**Relative Performance Basket''** is as defined in Share Security Condition 1.

"**Relevant Adjustment Provisions**" is as defined in Note Condition 10.7 and Note Condition 11.2.

"**Relevant Annex**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Relevant Basket$_{(i)}$**" is as defined in Payout Condition 2.2(d)(iii).

"**Relevant City Business Day**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Relevant CNY Amount**" is as defined in Note Condition 4(a).

"**Relevant Currency**" is as defined in Note Condition 4(a).

"**Relevant Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10, Note Condition 6.2 and Note Condition 6.3(e)(B).

"**Relevant Event**" is as defined in ETI Security Condition 4.20.

"**Relevant Guarantee**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Relevant Holder**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Relevant Indebtedness**" is as defined in Note Condition 8.1(c)(vii).

"**Relevant Issuer**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**Relevant Level**" is as defined in Inflation Index Security Condition 1.

"**Relevant Obligations**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Relevant Pairing**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex.

"**Relevant Period**" is as defined in Share Security Condition 4.1.

"**Relevant Price**" is as defined in Commodity Security Condition 1.

"**Relevant Valuation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Replaced Deliverable Obligation Outstanding Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Replacement Deliverable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Replacement Reference Entity**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Representative Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Repudiation/Moratorium**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Repudiation/Moratorium Evaluation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Reset Date**" is as defined in Note Condition 3.4(a) and Underlying Interest Rate Security Condition 2.

"**Resettable Knock-in Period**" is as defined in Currency Security Condition 1;

"**Resettable Knock-out Period**" is as defined in Currency Security Condition 1;

"**Resettable Period**" is as defined in Currency Security Condition 1.

"**Resolve**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Restrike Performance**" is as defined in Payout Condition 2.6(b).

"**Restructured Bond**" or "**Loan**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Restructuring**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Restructuring Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Restructuring Exercise Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Restructuring Maturity Limitation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Revised Currency Rate**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Rules**" is as defined in the Annex to the Additional Terms and Conditions for Credit Securities - Auction Settlement Terms Annex, Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**S&P**" is as defined in ETI Security Condition 4.25 and Fund Security Condition 2.37.

"**Scheduled Averaging Date**" is as defined in Note Condition 12(a)(iii)(C).

"**Scheduled Custom Index Business Day**" is as defined in Index Security Condition 8.

"**Scheduled Custom Index Business Day (All Indices Basis)**" is as defined in Index Security Condition 8.

"**Scheduled Custom Index Business Day (Per Index Basis)**" is as defined in Index Security Condition 8.

"**Scheduled Custom Index Business Day (Single Index Basis)**" is as defined in Index Security Condition 8.

"**Scheduled Payment Date**" is as defined in Note Condition 4(a).

"**Scheduled Pricing Date**" is as defined in Commodity Security Condition 1.

"**Scheduled Termination Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Scheduled Trading Day**" is as defined in Index Security Condition 1, in Share Security Condition 1, in ETI Security Condition 1, in Commodity Security Condition 1, in Currency Security Condition 1, in Futures Security Condition 1, in Fund Security Condition 1, and in Debt Security Condition 11.

"**Scheduled Trading Day (All ETI Interest Basis)**" is as defined in ETI Security Condition 1.

"**Scheduled Trading Day (All Futures Basis)**" is as defined in Futures Security Condition 1.

"**Scheduled Trading Day (All Indices Basis)**" is as defined in Index Security Condition 1.

"**Scheduled Trading Day (All Share Basis)**" is as defined in Share Security Condition 1.

"**Scheduled Trading Day (Per ETI Interest Basis)**" is as defined in ETI Security Condition 1.

"**Scheduled Trading Day (Per Future Basis)**" is as defined in Futures Security Condition 1.

"**Scheduled Trading Day (Per Index Basis)**" is as defined in Index Security Condition 1.

"**Scheduled Trading Day (Per Share Basis)**" is as defined in Share Security Condition 1.

"**Scheduled Trading Day (Single ETI Interest Basis)**" is as defined in ETI Security Condition 1.

"**Scheduled Trading Day (Single Future Basis)**" is as defined in Futures Security Condition 1.

"**Scheduled Trading Day (Single Index Basis)**" is as defined in Index Security Condition 1.

"**Scheduled Trading Day (Single Share Basis)**" is as defined in Share Security Condition 1.

"**Second Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Securities Act**" is as defined in Note Condition 1.2(f).

"**Security Value**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Selection Date**" is as defined in Note Condition 5.3.

"**Senior Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Senior Transaction**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Seniority Level**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Series**" is as defined in Terms and Conditions of the Notes, paragraph 4.

"**Settled Amount**" is as defined in Share Security Condition 4.2(b).

"**Settlement Business Day**" is as defined in Note Condition 4(b)(i)(E).

"**Settlement Currency**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Settlement Currency Exchange Rate**" is as defined in Note Condition 12.

"**Settlement Currency Exchange Rate Observation Date''** is as defined in Note Condition 12.

"**Settlement Cycle**" is as defined in Index Security Condition 1, in Share Security Condition 1, in ETI Security Condition 1, in Futures Security Condition 1 and in Debt Security Condition 11.

"**Settlement Disruption Event**" is as defined in Note Condition 4(b)(i)(E).

"**Settlement Method**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Settlement Price**" is as defined in Index Security Conditions 1, 8 and 9.1, in Share Security Condition 1, in ETI Security Condition 1, in Debt Security Conditions 1 and 6, in Commodity Security Condition 1, in Inflation Index Security Condition 1 and in Futures Security Condition 1.

"**Settlement Price Date**" is as defined in Index Security Condition 1, in Share Security Condition 1, in Currency Security Condition 1 and in Fund Security Condition 1.

"**Settlement Valuation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Share**" is as defined in Note Condition 9.2(e), Share Security Condition 1.

"**Share Company**" is as defined in Share Security Condition 1.

"**Share Correction Period**" is as defined in Share Security Condition 1.

"**Share Event''** is as defined in Share Security Condition 10.

"**Share Securities**" is as defined in Note Condition 1.1.

"**Share Security Conditions**" is as defined in Annex 3, paragraph 1.

"**Shares**" is as defined in Share Security Condition 1 and Share Security Condition 4.2(f).

"**Simple Interest**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Single Reference Entity Credit Certificate**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Single Reference Entity Credit Note**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Single Reference Entity Credit Securities**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Single Reference Entity Credit Warrant**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Snowball Barrier Value**" is as defined in Payout Condition 2.5(a).

"**Snowball Date**" is as defined in Payout Condition 2.5(a).

"**Snowball Digital Coupon Condition**" is as defined in Payout Condition 2.5(a).

"**Snowball Level**" is as defined in Payout Condition 2.5(a).

"**Solvency Capital Provisions**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Sovereign**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Sovereign Agency**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Sovereign No Asset Package Delivery Supplement**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Sovereign Restructured Deliverable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Sovereign Succession Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Specified Branch**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**Specified Currency**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Specified Currency Amount**" is as defined in Note Condition 4(c).

"**Specified Exchange Rate**" is as defined in Note Condition 12.

"**Specified Maximum Days of Disruption**" is as defined in ETI Security Condition 1, Commodity Security Condition 1, Currency Security Condition 1, Index Security Condition 8 and Note Condition 12.

"**Specified Number**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Specified Price**" is as defined in Commodity Security Condition 1.

"**Spread**" is as defined in Payout Condition 2.5(a).

"**SPS ACS Valuation Date**" is as defined in Note Condition 3.10.

"**SPS ACS Valuation Period**" is as defined in Note Condition 3.10.

"**SPS ACS Value**" is as defined in Note Condition 3.10.

"**SPS AER Value 1**" is as defined in Note Condition 11.2.

"**SPS AER Value 2**" is as defined in Note Condition 11.2.

"**SPS APS Valuation Date**" is as defined in Note Condition 5.11.

"**SPS APS Valuation Period**" is as defined in Note Condition 5.11.

"**SPS APS Value**" is as defined in Note Condition 5.11.

"**SPS Call Valuation Date**" is as defined in Payout Condition 2.3(d).

"**SPS Call Valuation Period**" is as defined in Payout Condition 2.3(d).

"**SPS Coupon Valuation Date**" is as defined in Payout Condition 2.5(a).

"**SPS Coupon Valuation Period**" is as defined in Payout Condition 2.5(a).

"**SPS Date Weighting**" is as defined in Payout Condition 2.12.

"**SPS ER Valuation Date**" is as defined in Payout Condition 2.3(b).

"**SPS ER Valuation Period**" is as defined in Payout Condition 2.3(b).

"**SPS FR Barrier Valuation Date**" is as defined in Payout Condition 2.5(b).

"**SPS FR Barrier Valuation Period**" is as defined in Payout Condition 2.5(b).

"**SPS FR Valuation Date**" is as defined in Payout Condition 2.5(b).

"**SPS FR Valuation Period**" is as defined in Payout Condition 2.5(b).

"**SPS Redemption Valuation Date**" is as defined in Payout Condition 2.12.

"**SPS Redemption Valuation Period**" is as defined in Payout Condition 2.12.

"**SPS Valuation Date**" is as defined in Payout Condition 2.12.

"**SPS Valuation Period**" is as defined in Payout Condition 2.12.

"**SRO List**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Standard Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Standard Specified Currencies**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Steps Plan**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Stop-Loss Event**" is as defined in Note Condition 9.1.

"**Strike Date**" is as defined in Index Security Condition 8, in Inflation Index Security Condition 1, in Currency Security Condition 1, in Note Condition 12 and in Fund Security Condition 1.

"**Strike Day**" is as defined in Currency Security Condition 1 and Note Condition 12.

"**Strike Percentage**" is as defined in Payout Condition 2.12.

"**Strike Period**" is as defined in Currency Security Condition 1 and Note Condition 12.

"**Strike Price**" is as defined in Index Security Condition 8.

"**Subordinated**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Subordinated Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Subordination**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Substitute**" is as defined in Note Condition 19.1(a) and Note Condition 19.3.

"**Substitute Asset**" or the "**Substitute Assets**" is as defined in Note Condition 4(b)(iii).

"**Substitute BNPP Guarantor**" is as defined in Note Condition 19.1(b).

"**Substitute BNPP Guarantee**" is as defined in Note Condition 19.1(b)(ii).

"**Substitute Commodity**" is as defined in Commodity Security Condition 3(b).

"**Substitute Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Substitute ETI Interest**" is as defined in ETI Security Condition 6.2(b).

"**Substitute Exchange-traded Contract**" is as defined in Debt Security Condition 9(c).

"**Substitute Index Component**" is as defined in Commodity Security Condition 3(b).

"**Substitute Inflation Index Level**" is as defined in Inflation Index Security Condition 1 and Inflation Index Security Condition 2.

"**Substitute Reference Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Substitute Reference Obligation Resolution Request Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Substitute Share**" is as defined in Note Condition 9.2(e) and Share Security Condition 4.2(f).

"**Substitution**" is as defined in ETI Security Condition 6.2(b) and Fund Security Condition 4.2(b).

"**Substitution Date**" is as defined in Share Security Condition 4.2, ETI Security Condition 6.2 and Commodity Security Condition 3(b).

"**Substitution Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Substitution Event Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**sub-unit**" is as defined in Note Condition 3.1.

"**succeed**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Succession Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Succession Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Succession Event Backstop Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Succession Event Resolution Request Date**" is as defined in the Credit Security Conditions, Part A, Condition 10.

"**Successor**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part B, Condition 6.

"**Successor Backstop Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Successor Commodity Index**" is as defined in Commodity Security Condition 4(a).

"**Successor Custom Index**" is as defined in Index Security Condition 6.1.

"**Successor Index**" is as defined in Index Security Condition 3.1 and Note Condition 9.2(d).

"**Successor Index Sponsor**" is as defined in Commodity Security Condition 4(a) and Index Security Condition 3.1.

"**Successor Inflation Index**" is as defined in Inflation Index Security Condition 1 and Condition 3.

"**Successor Provisions**" is as defined in the Credit Security Conditions, Part A-1, Condition 9(c) and Part A-2, Condition 9(c).

"**Successor Resolution Request Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Supranational Organisation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Surviving Reference Entity**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and Credit Security Conditions, Part A-1, Condition 6(b)(ii) and Part A-2, Condition 6(b)(ii).

"**T**" is as defined in Payout Condition 2.12.

"**Talonholders**" is as defined in Terms and Conditions of the Notes, paragraph 5.

"**Talons**" is as defined in Note Condition 1.1.

"**Target Coupon Percentage**" is as defined in Payout Condition 3.2.

"**Target Determination Date**" is as defined in Payout Condition 3.2.

"**Target Final Interest Period**" is as defined in Payout Condition 3.2.

"**TARGET Settlement Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**TARGET2 Settlement Day**" is as defined in Note Condition 3.13(b).

"**TARGET2 System**" is as defined in Note Condition 3.13(b).

"**Tax Disruption**" is as defined in Commodity Security Condition 1.

"**Tax Event**" is as defined in ETI Security Condition 4.18 and Fund Security Condition 2.26.

"**Tax Jurisdiction**" is as defined in Note Condition 6.3(A).

"**Tender Offer**" is as defined in Share Security Condition 4.1 ETI Security Condition 1 and Fund Security Condition 1.

"**Termination**" is as defined in ETI Security Condition 6.2(c) and Fund Security Condition 4.2(c).

"**Termination Amount**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Termination Date**" is as defined in ETI Security Condition 1 and Fund Security Condition 1.

"**Total M**" is as defined in Payout Condition 2.12.

"**Trade Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10 and ETI Security Condition 1 and Fund Security Condition 1.

"**Trading Disruption**" is as defined in Index Security Condition 1, Share Security Condition 1, ETI Security Condition 1, Commodity Security Condition 1 and Futures Security Condition 1.

"**Tranche**" is as defined in Terms and Conditions of the Notes, paragraph 4.

"**Tranche Size**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Credit Certificates**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Credit Notes**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Credit Securities**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Interest Attachment Point**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Interest Exhaustion Point**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Interest Reference Portfolio**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Principal Attachment Point**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Principal Exhaustion Point**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Tranched Principal Reference Portfolio**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Transaction Auction Settlement Terms**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Transaction Type**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Transfer Agent**" is as defined in Terms and Conditions of the Notes paragraph 3.

"**Transfer Agents**" is as defined in Terms and Conditions of the Notes, paragraph 3.

"**Transferable**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Treaty**" is as defined in Note Condition 7.2.

"**Trigger Percentage** " is as defined in the Credit Security Conditions, Part A-1, Condition 7(b)(iii).

"**Undeliverable Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Undeliverable Valuation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Underlying Finance Instrument**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Underlying Interest Determination Date**" is as defined in Underlying Interest Rate Security Condition 4.

"**Underlying Interest Rate Securities**" is as defined in Note Condition 1.1.

"**Underlying Interest Rate Security Conditions**" is as defined in Annex 11, paragraph 1.

"**Underlying ISDA Rate**" is as defined in Underlying Interest Rate Security Condition 2.

"**Underlying Loan**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Underlying Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Underlying Obligor**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Underlying Reference**" is as defined in Note Condition 10.7, Note Condition 11.2, Payout Condition 2.12 and Payout Condition 3.6.

"**Underlying Reference(s)**" is as defined in Note Condition 1.1.

"**Underlying Reference 1**" is as defined in Payout Condition 3.6.

"**Underlying Reference 2**" is as defined in Payout Condition 3.6.

"**Underlying Reference Closing Price Value**" is as defined in Payout Condition 2.6(a).

"**Underlying Reference Closing Price Value**$_{(k,i)}$" is as defined in Payout Condition 2.4(d).

"**Underlying Reference Closing Value**" is as defined in Payout Condition 3.6.

"**Underlying Reference EndDay Closing Price Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference FX Hedged Value**" is as defined in Payout Condition 2.6(a).

"**Underlying Reference FX Level**" is as defined in Payout Condition 2.6(a).

"**Underlying Reference FX Strike Level**" is as defined in Payout Condition 2.6(a).

"**Underlying Reference Intraday Price Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference Intraday Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference Level**" is as defined in Note Condition 11.2.

"**Underlying Reference Level 1**" is as defined in Note Condition 11.2.

"**Underlying Reference Level 2**" is as defined in Note Condition 11.2.

"**Underlying Reference Restrike Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference StartDay Closing Price Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference Strike Price**" is as defined in Payout Condition 2.6(a).

"**Underlying Reference TOM Restrike Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference TOM Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference Value**" is as defined in Payout Condition 2.6(b).

"**Underlying Reference Weighting**" is as defined in Payout Condition 2.12.

"**Underlying Shares**" is as defined in Share Security Condition 8.

"**Unscheduled Holiday**" is as defined in Note Condition 4(c).

"**Unsettled Credit Event**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Unsettled Retention Amount**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Untranched Credit Certificates**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Untranched Credit Notes**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Untranched Credit Securities**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Untranched Interest Reference Portfolio**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Untranched Principal Reference Portfolio**" is as defined in the Credit Security Conditions, Part A-1, Condition 10.

"**Unwind Costs**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Unwind Notice**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Up Call**" is as defined in Payout Condition 2.2(f)(vi).

"**Up Call Spread**" is as defined in Payout Condition 2.2(f)(vi).

"**Up Cap Percentage**" is as defined in Payout Condition 2.12.

"**Up Final Redemption Value**" is as defined in Payout Condition 2.12.

"**Up Forward**" is as defined in Payout Condition 2.2(f)(vi).

"**Up Strike Percentage**" is as defined in Payout Condition 2.12.

"**U.S. Government Securities Business Day**" is as defined in Note Condition 3.2(j).

"**U.S. person**" is as defined in Note Condition 1.2(f).

"**Valid Date**" is as defined in Currency Security Condition 1, Index Security Condition 8 and Note Condition 12.

"**Valuation Date**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10, in Index Security Condition 8, in Inflation Index Security Condition 1, in Currency Security Condition 1, in Note Condition 12 and in Funds Security Condition 1.

"**Valuation Extension Condition**" is as defined in the Credit Security Conditions, Part B, Condition 6.

"**Valuation Obligation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Valuation Obligations Portfolio**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Valuation Time**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10, in ETI Security Condition 1, in Currency Security Condition 1, in Index Security Condition 8, in Note Condition 12 and in Fund Security Condition 1.

"**Value Business Day**" is as defined in ETI Security Condition 1.

"**Value per ETI Interest**" is as defined in ETI Security Condition 1.

"**Value per ETI Interest Trading Price Barrier**" is as defined in ETI Security Condition 1.

"**Value per ETI Interest Trading Price Differential**" is as defined in ETI Security Condition 1.

"**Value per ETI Interest Trigger Event**" is as defined in ETI Security Condition 1.

"**Value Trigger Percentage**" is as defined in ETI Security Condition 1.

"**Value Trigger Period**" is as defined in ETI Security Condition 1.

"**Vanilla Call Rate**" is as defined in Payout Condition 2.5(a).

"**Vanilla Call Spread Rate**" is as defined in Payout Condition 2.5(a).

"**Voting Shares**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**W**" is as defined in Payout Condition 3.6.

"**Weighted Average Basket Value**" is as defined in Payout Condition 2.10(b).

"**Weighted Average Best Value**" is as defined in Payout Condition 2.10(a).

"**Weighted Average Final Price**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Weighted Average Quotation**" is as defined in the Credit Security Conditions, Part A-1, Condition 10 and Part A-2, Condition 10.

"**Weighted Average Rainbow Value**" is as defined in Payout Condition 2.10(b).

"**Weighted Average Underlying Reference Value**" is as defined in Payout Condition 2.10(a).

"**Weighted Average Worst Value**" is as defined in Payout Condition 2.10(b).

"**Worst Intraday Value**" is as defined in Payout Condition 2.6(c).

"**Worst Performing Underlying Reference Closing Value**$_{(i)}$" is as defined in Payout Condition 2.4(a).

"**Worst Value**" is as defined in Payout Condition 2.6(c).

"**YoY Inflation Rate**" is as defined in Payout Condition 3.2.

## USE OF PROCEEDS

The net proceeds from each issue of Securities by BNPP B.V. or BNPP will become part of the general funds of BNPP B.V. or BNPP, as the case may be. Such proceeds may be used to maintain positions in options or futures contracts or other hedging instruments.

The net proceeds from each issue of Securities by BP2F will be applied by BP2F for its general corporate purposes. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

The net proceeds from each issue of Securities by BGL will be applied by BGL for its general corporate purposes, which include making a profit. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

## DESCRIPTION OF BNPP INDICES

**In any case and for all the indices the following part shall be included:**

The objective of each Index comprised in a Family Index is to provide synthetic exposure to the performance as the case may be appropriate of a notional basket of Equity, Fund Shares, FX, Bond Rate, Money Market Rate, Index, Custom Index, Commodity, ETI or other Index component types (the "**Index Components Types**") in accordance with the objective of the Index comprised in the category of indices as described below.

The following indices shall be Excess Return/Total Return, Price Return or Cash Less ("**Cash Kind**"). As a consequence, if the Index is an "Excess Return" index, the level of the index will reflect the performance of the strategy of the index above an applicable money market rate. If the Index is a "Total Return" index, the level of the index will reflect a value assuming reinvestment of all or a part of dividends and distributions (as the case may be declared or/paid by underlying index components). If the Index is a "Price Return" index, the level of the index will reflect a value assuming no reinvestment of dividends or distributions (declared/paid by underlying index components). At last, if the Index is a "Cashless" index as it is constituted of components that require little or no cash to hedge in order to obtain the economic exposure and risk required by the index strategy, the level of the index will not take into account money market interest that would be ordinarily be payable when hedging the performance of an index which would require a cash investment equal to the value of the Index.

If any Index component (the "**Index Component**") of an Index ceases to exist or is, or would be, subject to an adjustment pursuant to the provisions of the Index rules in respect of that Index Component, the Index Calculation Agent may acting in good faith and in a commercially reasonable manner (a) effect no change to the Index, (b) adjust the Index as it deems appropriate including, but not limited to, replacing such Index Component with a replacement Index Component or the Index Calculation Agent and the Index Sponsor may continue to calculate and publish (as applicable) the Index without such Index Component or any replacement therefore, subject to the BNP Paribas Index proprietary methodology (the "**Index Methodology**"), or (c) terminate the Index. The aim of the Index Calculation Agent when making any such operational adjustments is to ensure that, so far as possible, the basic principles and economic effect of the Index are maintained.

Following the Index Start Date, the Index Calculation Agent shall review the composition of the Index and the Index weightings of the Index Components within the Index on an ongoing basis and in accordance with the Index Methodology comprised into the Index rules (the "**Rules**") governing the Index.

**1. GURU Indices**

**2. Thematic Mutual Fund Indices**

**3. Thematic Equity Indices**

**4. Fixed Exposure Indices**

**5. Risk Control Indices**

**6. Millenium Indices**

**7. Platinium Indices**

**8. Harbour Indices**

**9. Flexinvest Indices**

**10. Volatility Indices**

**11. Buy Write Indices**

**12. Alternative Strategy Indices**

**13. Optimiser Indices**

**14. Liberty Indices**

**15. Alternative Synthetic Tracker Indices**

**16. Daily Weekly Indices**

**17. Commodity Indices**

1. GURU Indices

The objective of each Index is to provide a positive exposure ("**Long**") or positive and negative exposure ("**Long /Short**") to the performance of a notional basket of 'Equity' Index Components, that track the price movements of shares of companies selected through a BNP Paribas proprietary methodology. Index Components are selected following a process based on a profitability of the business model, perspectives and valuation. In addition a scoring method allows for the concatenation of the results, so that each Index Component gets a final 'composite' grade. A final screening, based on the mentioned grade, is then performed to rank the Index Component in each Universe. In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Volatility Target**"), or falls below the Target Volatility, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets. GURU indices are reviewed on a monthly basis, according to a 2-step process: a few days before or after the end of each calendar month, the Reference Share Universe is reviewed and the selection algorithm is run. This corresponds to step 1, at the end of which the Reference Shares selected for inclusion to the Index are identified. A few days later, as a second step, the reshuffle is implemented in the market.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on https://indices-globalmarkets/bnpparibas.com/nr/@CodeCInergy@.pdf as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

| Index Name | Currency | Long or Long /Short | Cash Kind | Universe | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code | Calculation Agent |
|---|---|---|---|---|---|---|---|---|---|
| BNP Paribas GURU Europe Long TR EUR | EUR | Long | TR | Europe | 70% | 100% | 32% | BNPGELTR | Structured Solutions |
| BNP Paribas GURU Europe Long ER 10 EUR | EUR | Long | ER | Europe | 0% | 150% | 10% | BNPGEL10 | - |
| BNP Paribas GURU Europe Long ER 15 EUR | EUR | Long | ER | Europe | 0% | 150% | 15% | BNPGEL15 | - |
| BNP Paribas GURU Europe Long/Short TR EUR | EUR | Long/Short | TR | Europe | 0% | 100% | 10% | BNPGELST | Structured Solutions |

| Index Name | Currency | Long or Long /Short | Cash Kind | Universe | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code | Calculation Agent |
|---|---|---|---|---|---|---|---|---|---|
| BNP Paribas GURU Europe Long/Short ER EUR | EUR | Long/Short | ER | Europe | 0% | 100% | 10% | BNPGELSE | Structured Solutions |
| BNP Paribas GURU US Long TR USD | USD | Long | TR | US | 70% | 100% | 32% | BNPGULTR | Structured Solutions |
| BNP Paribas GURU US Long ER 10 USD | USD | Long | ER | US | 0% | 150% | 10% | BNPGUL10 | - |
| BNP Paribas GURU US Long ER 15 USD | USD | Long | ER | US | 0% | 150% | 15% | BNPGUL15 | - |
| BNP Paribas GURU US Long/Short TR USD | USD | Long/Short | TR | US | 0% | 100% | 10% | BNPGULST | Structured Solutions |
| BNP Paribas GURU US Long/Short ER USD | USD | Long/Short | ER | US | 0% | 100% | 10% | BNPGULSE | Structured Solutions |
| BNP Paribas GURU Asia ex Jp Long TR USD | USD | Long | TR | Asia | 70% | 100% | 32% | BNPGALTR | Structured Solutions |
| BNP Paribas GURU Asia ex Jp ex India Long ER 15 USD | USD | Long | ER | Asia | 0% | 100% | 15% | BNPIGA15 | - |
| BNP Paribas GURU Asia ex Jp ex India Long ER 20 USD | USD | Long | ER | Asia | 0% | 100% | 20% | BNPIGA20 | - |
| BNP Paribas GURU Global Emerging Long TR USD | USD | Long | TR | Emerging Markets | 70% | 100% | 32% | BNPIGEMT | Structured Solutions |
| BNP Paribas GURU Global Emerging Long ER 18 USD | USD | Long | ER | Emerging Markets | 0% | 100% | 18% | BNPIGE18 | - |
| BNP Paribas GURU World Developed Long TR USD | USD | Long | TR | World Developed | 70% | 100% | 32% | BNPIGWDT | Structured Solutions |
| BNP Paribas GURU World Developed Long ER 10 USD | USD | Long | ER | World Developed | 0% | 100% | 10% | BNPIGD10 | - |
| BNP Paribas GURU World Developed Long ER 15 USD | USD | Long | ER | World Developed | 0% | 100% | 15% | BNPIGD15 | - |
| BNP Paribas GURU All Country Long TR USD | USD | Long | TR | Worldwide | 70% | 100% | 32% | BNPIGWAT | Structured Solutions |
| BNP Paribas GURU All Country Long ER 10 USD | USD | Long | ER | Worldwide | 0% | 100% | 10% | BNPIGW10 | - |
| BNP Paribas GURU All Country Long ER 15 USD | USD | Long | ER | Worldwide | 0% | 100% | 15% | BNPIGW15 | - |
| GURU Asia x Japan IG L/S volcap 8 fx hedged JPY TR Index TR | JPY | Long/Short | TR | Asia | 0% | 100% | 8% | BNPIALSY | - |

| Index Name | Currency | Long or Long /Short | Cash Kind | Universe | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code | Calculation Agent |
|---|---|---|---|---|---|---|---|---|---|
| BNP Paribas Global Deep Value Vol Cap 15 USD Index ER | USD | Long | ER | Worldwide | 0% | 100% | 15% | BNPIDV15 | - |
| BNP Paribas Global Deep Value Vol Cap 10 USD Index ER | USD | Long | ER | Worldwide | 0% | 100% | 10% | BNPIDV10 | - |
| BNP Paribas Conviction Action Monde ER | EUR | Long | ER | Worldwide | 0% | 100% | 10% | BNPICAWD | - |
| BNP Paribas Conviction Action Europe ER | EUR | Long | ER | Europe | 0% | 100% | 10% | BNPICAEU | - |
| BNP Paribas GURU All Country volcap 10 ER EUR ER | EUR | Long | ER | Worldwide | 0% | 100% | 10% | BNPIGWEE | - |
| GURU L/S volcap 7 TR EUR | EUR | Long/Short | TR | Europe+US | 0% | 100% | 7% | BNPILSTR | Structured Solutions |
| GURU L/S volcap 7 ER EUR | EUR | Long/short | ER | Europe+US | 0% | 100% | 7% | BNPILSER | Structured Solutions |
| GURU L/S volcap7 ER USD | USD | Long/short | ER | Europe+US | 0% | 100% | 7% | BNPI50EU | - |
| GURU L/S volcap7 TR USD | USD | Long/Short | TR | Europe+US | 0% | 100% | 7% | BNPI50TU | - |
| GURU L/S volcap 7 ER HUF ER | HUF | Long/Short | ER | Europe+US | 0% | 100% | 7% | BNPILSEH | - |
| BNPP GURU Europe isovol 15 ER Net | EUR | Long | ER | Europe | 0% | 150% | 15% | BNPIGE15 | - |
| BNPP GURU Europe isovol 10 ER Net | EUR | Long | ER | Europe | 0% | 150% | 10% | BNPIGE10 | - |
| BNPP GURU US isovol 15 ER Net | EUR | Long | ER | US | 0% | 150% | 15% | BNPIGU15 | - |
| BNPP GURU US isovol 10 ER Net | EUR | Long | ER | US | 0% | 150% | 10% | BNPIGU10 | - |
| BNP Paribas GURU Asia ex Jp Investment Grade Long TR USD | EUR | Long | ER | Asia | 70% | 100% | 32% | BNPGAIGT | Structured Solutions |
| BNP Paribas GURU Global Emerging Long ER 15 USD | USD | Long | ER | Emerging Markets | 0% | 100% | 15% | BNPIGM15 | - |
| BNPP GURU US isovol 15 ER Net (RUB) | RUB | Long | ER | US | 0% | 150% | 15% | BNPIGR15 | - |
| BNPP GURU US isovol 15 ER Net | EUR | Long | ER | US | 0% | 150% | 15% | BNPIGUL15 | - |
| BNPP GURU US isovol 10 ER Net | EUR | Long | ER | US | 0% | 150% | 10% | BNPIGUL10 | - |
| BNP Paribas Global Deep Value USD Net Index TR | USD | Long | TR | US | 0% | 100% | - | BNPIDVGN | Structured Solutions |
| Guru Asia x Japan x India Naked Net USD TR | USD | Long | TR | Asia | 0% | - | - | BNPIGAXI | Structured Solutions |

| Index Name | Currency | Long or Long /Short | Cash Kind | Universe | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code | Calculation Agent |
|---|---|---|---|---|---|---|---|---|---|
| GURU Global Emerging 6% Volatility target | USD | Long | ER | Emerging Markets | 0% | - | 6% | BNPIGEM6 | Structured Solutions |
| Guru All Country Total Return USD Net TR | USD | Long | TR | Worldwide | 0% | 100% | - | BNPIGWAN | Structured Solutions |
| Guru World Developed Naked Net TR | USD | Long | TR | World Developed | 0% | 100% | - | BNPIGWDN | - |
| BNP Paribas Global Deep Value USD Gross Index TR | USD | Long | TR | US | 0% | 100% | - | BNPIDVGG | Structured Solutions |
| Guru Asie x Japan IG Naked Gross TR Index | USD | Long | TR | Asia | 0% | 100% | - | BNPGAIGN | |
| Guru Asia x Japan Naked Gross TR Index | USD | Long | TR | Asia | 0% | 100% | 32% | BNPGALGT | Structured Solutions |
| Guru Asia x Japan x India Naked Gross TR Index | USD | Long | TR | Asia | 0% | 100% | - | BNPIGAXG | Structured Solutions |
| Guru Global Emerging Gross TR Index | USD | Long | TR | Emerging Markets | 0% | 100% | - | BNPIGEMG | Structured Solutions |
| Guru Europe short naked TR Index | EUR | Long | TR | Europe | 0% | 100% | - | BNPGESTR | Structured Solutions |
| Guru US long naked TR Index | USD | Long | TR | US | 0% | 100% | - | BNPGULNT | Structured Solutions |
| Guru US short naked TR Index | USD | Long | TR | US | 0% | 100% | - | BNPGUSTR | Structured Solutions |
| Guru All Country Total Return USD Gross TR | USD | Long | TR | Worldwide | 0% | 100% | - | BNPIGWAG | Structured Solutions |
| Guru Global Developed Naked Gross TR | USD | Long | TR | World Developed | 0% | 100% | - | BNPIGWDG | Structured Solutions |
| BNP Paribas High Dividend Yield Europe TR EUR index | EUR | Long | TR | Europe | 0% | 100% | - | BNPIHDEN | Structured Solutions |
| BNP Paribas Earning Momentum Risk Premium Long Factor Europe TR Index | EUR | Long | TR | Europe | - | - | - | BNPIEMLF | BNP Paribas Arbitrage |
| Guru All Country Islamic Vol Cap 10 USD ER | USD | Long | ER | Worldwide | 0% | 100% | 10% | BNPIGI10 | BNP Paribas Arbitrage |
| Guru All Country Islamic Total Return USD Gross | USD | Long | TR | Worldwide | - | - | - | BNPIGWIG | Solactive |
| BNP Paribas Low Volatility Risk Premium Long Factor Europe TR Index | EUR | Long | TR | Europe | - | - | - | BNPILVLF | BNP Paribas Arbitrage |
| BNP Paribas Low Volatility Risk Premium Europe ER Index | EUR | Long | ER | Europe | - | - | - | BNPILVRP | BNP Paribas Arbitrage |
| Markit Guru Long Europe | EUR | Long | TR | Europe | - | - | - | BNPGELNT | Solactive |

| Index Name | Currency | Long or Long /Short | Cash Kind | Universe | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code | Calculation Agent |
|---|---|---|---|---|---|---|---|---|---|
| Naked TR | | | | | | | | | |
| BNP Paribas Guru Global Emerging Net Index | USD | Long | TR | Emerging Markets | - | - | - | BNPIGEMN | - |
| BNP Paribas High Dividend Yield US TR USD Index | USD | Long | TR | US | - | - | - | BNPIHDUN | Solactive |
| BNP Paribas PEG Risk Premium Long Factor Europe TR Index | EUR | Long | TR | Europe | - | - | - | BNPIPGLF | BNP Paribas |
| BNP Paribas PEG Risk Premium Europe ER Index | EUR | Long | ER | Europe | - | - | - | BNPIPGRP | BNP Paribas |

2. Thematic Mutual Fund Indices

The objective of each Index is to provide a long only exposure to the performance of a portfolio of 'Fund Shares' Index Component Types that are exposed to a given investment strategy ("**Thematic**"). The number of Index Components in the Index and the weight of each Index Component can be adjusted by the Index Calculation Agent acting in accordance with the Index Methodology. In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Volatility Target**"), or falls below the Volatility Target, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on https://indices-globalmarkets/bnpparibas.com/nr/@CodeCInergy@.pdf as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

| Index Name | Currency | Cash Kind | Thematic | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| BNP Paribas Starfonds EUR ER Index ER | EUR | ER | Star managers | 0% | 150% | 5% | BNPISFEU |
| BNP Paribas Income Star Fund Index EUR ER | EUR | ER | Star managers | 0% | 150% | 4.5% | BNPIICST |
| BNP Paribas Russia Funds Index USD ER | USD | ER | Russia | 0% | 150% | 18% | BNPIRUUE |
| BNP Paribas Fond Europe ER | EUR | ER | International Stocks | 0% | 150% | 15% | BNPIFEEE |
| BNP Paribas Flexible Fund Stars ER | EUR | ER | Flexible Star Managers | 0% | 150% | 5% | BNPIFLST |
| BNP Paribas Star Absolute Return Funds CNSL Index ER | EUR | ER | Absolute Return | 0% | 150% | 6% | BNPICNSL |
| BNP Paribas LATAM Equity | USD | ER | LATAM | 0% | 150% | 18% | BNPILAUE |

| Index Name | Currency | Cash Kind | Thematic | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| Funds ER USD Index ER | | | | | | | |
| BNP Paribas EM Square Index ER | EUR | ER | Emerging Markets | 0% | 150% | 10% | BNPIEME2 |
| BNP Paribas Flexible Star Managers (PLN Hedged) Index ER | PLN | ER | Flexible Star Managers | 0% | 150% | 15% | BNPIFLSM |
| BNP Paribas Flexible Fund Stars Index (GBP) ER | GBP | ER | Flexible Star Managers | 0% | 150% | 15% | BNPIFLSG |
| BNP Paribas SLI Enhanced Absolute Return Index EUR TR | EUR | TR | Absolute Return | 0% | 150% | 15% | BNPIGARE |
| BNP Paribas Emerging Markets Debt & Equity Funds Index USD ER | USD | ER | Emerging Markets | 0% | 150% | 10% | BNPIEMUE |
| BNP Paribas Emerging Markets Debt & Equity Funds EUR Hedged ER | EUR | ER | Emerging Markets | 0% | 150% | 10% | BNPIEMEE |
| BNP Paribas Russia Funds Index EUR Hedged ER | EUR | ER | Russia | 0% | 150% | 18% | BNPIRUEE |
| BNP Paribas Africa Funds Index EUR ER | EUR | ER | Africa | 0% | 150% | 15% | BNPIAFEE |
| BNP Paribas Africa Funds Square Index ER | EUR | ER | Africa | 0% | 150% | 15% | BNPIAFE2 |
| BNP Paribas High Yielding Bond Fund EUR ER Index ER | EUR | ER | High Yield | 0% | 150% | 5% | BNPIHYBF |
| BNP Paribas High Yield and Emerging Bond Funds TR | EUR | TR | High Yield | 0% | 150% | 3% | BNPIHYET |
| BNP Paribas High Yield and Emerging Bond Funds ER | EUR | ER | High Yield | 0% | 150% | 3% | BNPIHYEE |
| BNP Paribas Global High Yield and Investment Grade Bond Funds USD Index ER | USD | ER | High Yield | 0% | 150% | 3% | BNPIHIUE |
| BNP Paribas Global High Yield and Investment Grade Bond Funds EUR Index ER | EUR | ER | High Yield | 0% | 150% | 3% | BNPIHIEE |
| BNP Paribas High Yielding Bond Fund EUR ER Index ER | EUR | ER | High Yield | 0% | 150% | 5% | BNPIHYBF |
| BNP Paribas CHINDIA Equity Funds EUR ER Index ER | EUR | ER | CHINDIA | 0% | 150% | 18% | BNPICIEE |
| BNP Paribas Convertible Bonds Funds EUR ER Index ER | EUR | ER | Convertible | 0% | 150% | 18% | BNPICBEE |
| BNP Paribas LATAM Equity Funds ER EUR Hedged | EUR | ER | LATAM | 0% | 150% | 5% | BNPILAEE |

| Index Name | Currency | Cash Kind | Thematic | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| Index ER | | | | | | | |
| BNP Paribas CHINDIA Equity Funds USD Hedged ER Index ER | USD | ER | CHINDIA | 0% | 150% | 18% | BNPICIUE |
| BNP Paribas Convertible Bonds Funds USD Hedged ER Index ER | USD | ER | Convertible | 0% | 150% | 18% | BNPICBUE |
| BNP Paribas Real Estate Funds USD Hedged Index ER | USD | ER | Real Estate | 0% | 150% | 5% | BNPIREUE |
| BNP Paribas Real Estate Funds (HUF Hedged) Excess Return Index ER | HUF | ER | Real Estate | 0% | 150% | 10% | BNPIREHE |
| BNP Paribas ASEAN Core Equity Funds EUR ER Index ER | EUR | ER | ASEAN | 0% | 150% | 15% | BNPIASEE |
| BNP Paribas Commodities Funds EUR ER Index ER | EUR | ER | Commodities | 0% | 150% | 15% | BNPICOEE |
| BNP Paribas SLI Enhanced Absolute Return Index GBP TR | GBP | TR | Absolute Return | 0% | 150% | 5% | BNPIGARG |
| BNP Paribas Gold & Precious Metals Funds EUR ER Index ER | EUR | ER | Commodities | 0% | 150% | 15% | BNPIGPEE |
| BNP Paribas North-Asian Equity Funds EUR ER Index ER | EUR | ER | North-Asian | 0% | 150% | 15% | BNPINAEE |
| BNP Paribas Commodities Equity Funds (USD hedged) ER Index ER | USD | ER | Commodities | 0% | 150% | 15% | BNPICOUE |
| BNP Paribas Africa Funds Index USD ER | USD | ER | Africa | 0% | 150% | 15% | BNPIAFUE |
| BNP Paribas Real Estate Funds EUR Index ER | EUR | ER | Real Estate | 0% | 150% | 10% | BNPIREEE |
| BNP Paribas Index Mutual Fund Guru USD Isovol ER | USD | ER | Mutual Fund | n.a | n.a | n.a | BNPIDTEF |
| Emergents & Investissement Index ER | EUR | ER | Emerging Markets | 0% | 150% | 15% | BNPIEMIN |
| BNP Paribas Europe America and Emergent ER | EUR | ER | Europe+US+ Emerging Markets | 0% | 150% | 15% | BNPIEAEM |
| BNP Paribas Strategic Convictions Index ER | EUR | ER | Convictions | 0% | 150% | 10% | BNPISCEE |
| DobriniaNikitich Mutual Fund Isovol ER | RUB | ER | Mutual Fund | 0% | n.a | 25% | BNPIDNRE |
| BNP Paribas Inflation Funds EUR ER Index ER | EUR | ER | Inflation | 0% | 150% | 4% | BNPINFEE |
| BNP Paribas Inflation Funds | USD | ER | Inflation | 0% | 150% | 4% | BNPINFUE |

| Index Name | Currency | Cash Kind | Thematic | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| USD Hedged ER Index ER | | | | | | | |
| BNP Paribas North-Asian Equity Funds USD Hedged ER Index ER | USD | ER | North-Asian | 0% | 150% | 15% | BNPINAUE |
| BNP Paribas Gold & Precious Metals Funds USD Hedged ER Index ER | USD | ER | Commodity | 0% | 150% | 15% | BNPIGPUE |
| Dobrynia Index USD ER | USD | ER | Dobrynia funds | 0% | n.a | 25% | BNPIDNUR |
| GOVERNMENT BOND FUND INDEX ER | EUR | ER | Government Bond | 100% | 100% | n.a | BNPIGBTE |
| BNP Paribas Emerging Market Corporates Debt EUR ER Index ER | EUR | ER | Emerging Markets | 0% | 150% | 4% | BNPIECEE |
| Indeks Funduszy Rynkow Wschodzacych ER | PLN | ER | Rynkow Wschodzacyc funds | 0% | 150% | 8% | ENHAEMPL |
| Cadiz SA tracker Risk Controlled 15% Index ER | ZAR | ER | South Africa | 0% | 100% | 15% | BNPICSAE |
| Flexible Fund Stars Index (SEK) | SEK | ER | Flexible Star Managers | 0% | 150% | 5% | ENHAFLST |
| KRW FX-Hedge on BNPIAFE2 | KRW | ER | Africa | 0% | 150% | 15% | ENHASHAF |
| ABN AMRO Top Fixed Income Funds EUR Index | EUR | ER | Global Bonds | 0% | 150% | 4% | ENHAATFE |
| ABN AMRO Top Fixed Income Funds USD Index | USD | ER | Global Bonds | 0% | 150% | 4% | ENHAATFU |
| ABN AMRO Top Fixed Income Funds AED Index | AED | ER | Global Bonds | 0% | 150% | 4% | ENHAATFA |
| BNP Paribas Emerging Markets Local Debt Funds USD Index | USD | ER | Emerging Markets | 0% | 150% | 5.50% | BNPIEMLU |
| FWR Emerging markets growth opportunities | EUR | TR | Emerging Markets | 0% | 150% | 10% | BNPIEMGO |
| Flexible Fund Stars Index (GBP) | GBP | ER | Mutual Fund | 0% | 150% | 5% | ENHASTAR |
| BNP Paribas Flexible Fund Stars Index (USD) | USD | ER | Mutual Fund | 0% | 150% | 5% | BNPIFLSU |
| African Exposure Fund Index (SEK) | SEK | ER | Africa | 0% | 150% | 15% | ENHAAFSE |
| BNP Paribas Newcits Fund Stars Index | EUR | ER | Mutual Fund | 0% | 150% | 3% | BNPINUST |
| Open High Yield | EUR | ER | Mutual Fund | 0% | 150% | 4.5% | ENHAOHY |
| BNP Paribas Income Fund Stars Index (RUB) | RUB | ER | Star managers | 0% | 150% | 4.5% | BNPIICSR |
| BNP Paribas Flexible Fund Stars Index (USD) | USD | ER | Flexible Star Managers | 0% | 150% | 5% | BNPIFLSU |
| BNP Paribas Index Mutual Fund Guru USD Isovol ER | USD | ER | Mutual Fund | n.a | n.a | n.a | BNPIFGUI |

| Index Name | Currency | Cash Kind | Thematic | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| Flexible Fund Stars Index (GBP) | GBP | ER | Mutual Fund | 0% | 150% | 5% | ENHASTAR |
| African Exposure Fund Index | SEK | ER | Africa | 0% | 150% | 15% | ENHAAFSE |
| BNP Paribas Newcits Fund Stars Index | EUR | ER | Mutual Fund | 0% | 150% | 3% | BNPINUST |
| Open High Yield | EUR | ER | Mutual Fund | 0% | 150% | 4.50% | ENHAOHY |
| Global Diversified Funds Index | PLN | ER | Mutual Fund | 0% | 100% | 10% | ENHAGDFI |
| Diversified Selected Funds ER Index | HUF | ER | Mutual Fund | 0% | 100% | 10% | ENHADSFE |
| Alfa Capital Balanced Funds VC Strategy | EUR | TR | Mutual Fund | 0% | 150% | 7% | ENHAACBF |
| Globalny Portfel Modelowy ER | PLN | ER | Mutual Fund | 0% | 150% | 6% | ENHAPORT |
| Hungarian Selected Funds ER Index | HUF | ER | Mutual Fund | 0% | 100% | 10% | ENHASUQU |
| Wealth Options BNPP Global Star Performers Index | EUR | TR | Mutual Fund | 0% | 100% | - | BNPIGSPI |
| Stabilna Strategia | PLN | TR | Mutual Fund | 0% | 100% | 8% | BNPIPZUF |
| Alternative Funds Index (SEK) | SEK | ER | Mutual Fund | 0% | 150% | 4% | ENHAALFI Index |
| BNP Paribas Real Estate (EUR) ER Index | EUR | ER | Real Estate | 0% | 150% | 10% | BNPIREEE |
| BNP Paribas Real Estate Funds RUB Index | RUB | ER | Real estate | 0% | 150% | 10% | BNPIRERE |
| BNP Paribas Newcits Fund Stars Series 2 Index | EUR | ER | Mutual Fund | 0% | 150% | 4% | BNPIN2ST |
| BNP Paribas Income Fund Stars Index (USD) | USD | ER | Star managers | 0% | 150% | 4.5% | BNPIICSU Index |
| Bond Funds Target Vol Index | RUB | ER | Bond Mutual Funds | 0% | 150% | 4.5% | ENHAPFTV |
| BNP Paribas Strategic Bond Fund Stars Index | EUR | TR | Star Managers | 0% | 150% | 2% | BNPIFIST |
| BNP Paribas Fd - Income Fund Stars Index (EUR) | EUR | ER | Star managers | 0% | 150% | 4.50% | BNPIICFT Index |
| BNP Paribas Fd – Income Fund Stars Index (RUB) | RUB | ER | Star managers | 0% | 150% | 4.50% | BNPIICFR Index |
| BNP Paribas Fd - Income Fund Stars Index (USD) | USD | ER | Star managers | 0% | 150% | 4.50% | BNPIICFU Index |
| BNP Paribas Fd - Flexible Fund Stars Index (EUR) | EUR | ER | Star managers | 0% | 150% | 5.00% | BNPIFLFT Index |
| BNP Paribas Fd - Flexible Fund Stars Index (USD) | USD | ER | Star managers | 0% | 150% | 5.00% | BNPIFLFU Index |
| BNP Paribas Fd - Newcits-Fund Stars Series 2 Index (EUR) | EUR | ER | Star managers | 0% | 150% | 4.00% | BNPIN2FT Index |
| BNP Paribas Fd - Newcits Fund Stars Series 2 Index | USD | ER | Star managers | 0% | 150% | 4.00% | BNPIN2FU Index |

| Index Name | Currency | Cash Kind | Thematic | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| (USD) | | | | | | | |
| BNP Paribas – Strategic Bond Fund Stars Index | EUR | TR | Star managers | 0% | 150% | 2.00% | BNPISBFS Index |
| BNP Paribas Fd - Emerging Markets Debt & Equity Funds Index (EUR) | EUR | ER | Emerging Market | 0% | 150% | 10.00% | BNPIEMFT Index |
| BNP Paribas Fd - Global High Yield and Investment Grade Bond Funds Index (EUR) | EUR | ER | High Yield | 0% | 150% | 3.00% | BNPIHIFT Index |
| BNP Paribas Fd – Strategic Bond Fund Stars Index (EUR) | EUR | ER | Bond Star managers | 0% | 150% | 2.50% | BNPISBFT Index |
| BNP Paribas Fd – Emerging Markets Corporate Debt Funds Index (EUR) | EUR | ER | Emerging Market | 0% | 150% | 4.00% | BNPIECFT Index |
| Alternative Funds Index (EUR) | EUR | ER | Mutual Fund | 0% | 150% | 4.00% | ENHAALFE Index |
| BNP Paribas Fd –Africa Equities Funds Index (EUR) | EUR | ER | Africa | 0% | 150% | 15.00% | BNPIAEFT Index |
| BNP Paribas Fd –Mena Funds Index (EUR) | EUR | ER | MENA | 0% | 150% | 15.00% | BNPIMEFT Index |
| BNP Paribas Fd –Africa Equities Funds Index (SEK) | SEK | ER | Africa | 0% | 150% | 15.00% | BNPIAEFS Index |
| BNP Paribas Fd – Real Estate Funds Index (EUR) | EUR | ER | Real Estate | 0% | 150% | 10.00% | BNPIREFT Index |
| BNP Paribas Fd – Real Estate Funds Index (USD) | USD | ER | Real Estate | 0% | 150% | 10.00% | BNPIREFU Index |
| Newcits II Fund Index (SEK) | SEK | ER | Mutual Fund | 0% | 150% | 4.00% | ENHAALF2 Index |
| BNP Paribas MS – Income Fund Stars Series 2 Index (EUR) | EUR | ER | Income Funds | 0% | 150% | 5.00% | BNPI2CMT Index |
| BNP Paribas MS- Income Fund Star Series 2 Index (USD) | USD | ER | Income Funds | 0% | 150% | 5.00% | BNPI2CMU Index |
| BNP Paribas Fd - Emerging Market Debt & Equity Funds Index (RUB) | RUB | ER | Emerging Markets Corporate Debt | 0% | 150% | 10.00% | BNPIEMFR |
| BNP Paribas Fd - Flexible Fund Stars Index (GBP) | GBP | ER | Mutual Fund | 0% | 150% | 5.00% | BNPIFLFG |
| Global Fixed Income Funds Index | USD | ER | Fixed Income | 0% | 150% | 3.50% | ENHAGFIF |
| BNPP Global Dividend Funds Index | EUR | ER | Dividends | 0% | 150% | 4.00% | BNPIGDFI |
| BNP Paribas Newcits Fund Stars Series 2 Index (USD) | USD | ER | Flexible Star Managers | - | 150% | 4.00% | BNPIN2SU |
| BNP New Technology USD | USD | ER | New Technology | 0% | 150% | 10.00% | BNPINTER |

| Index Name | Currency | Cash Kind | Thematic | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| ER Index | | | | | | | |
| BNP PBS Multi Asset | EUR | ER | Multi ASSET | 0% | 150% | 9.00% | BNPIPBSM |
| Stabilna Strategia Plus | PLN | ER | Strategy | - | 100% | 9.00% | BNPIPZU2 |
| Alternative Star Funds Index | PLN | ER | Flexible Star Managers | 0% | 150% | 4.00% | ENHAASFI |
| Diversified Selected Funds II ER | HUF | ER | Diversified | 0% | 100% | 10.00% | ENHADSF2 |
| Globalna Strategia | PLN | ER | Strategy | - | 100% | 9.00% | ENHAGLST |
| Advanced Fund Index | EUR | ER | Advanced | - | - | - | ENHAMANF |
| Newcits Selection Index | EUR | ER | Flexible Star Managers | 0% | 150% | 3.00% | ENHANEWC |

3. Thematic Equity Indices

The objective of each Index is to provide exposure to the performance of a notional basket of 'Equity' Index Components. The Index comprises a basket of a minimum of 5 and a maximum of 50 'Equity' Index Components whose revenues are predominantly linked to a specific thematic. The composition of the Index is reviewed twice a year by the Index Calculation Agent in accordance with the specific Index rules selection criteria. On the same date, the weight of each Index Component in the Index can be adjusted by the Index Calculation Agent acting in accordance with the Index Methodology and where applicable upon recommendation from an Index investment advisor (the "**Index Investment Advisor**").

In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Volatility Target**"), or falls below the TargetVolatility, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure"**) or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on https://indices-globalmarkets/bnpparibas.com/nr/@CodeCInergy@.pdf as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

| Index Name | Currency | Cash Kind | Thematic | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| BNP Emerging Consumer ER | EUR | ER | Consumer | 0% | 200% | 15% | BNPIECER |
| Energy Efficiency PR | EUR | PR | Energy Efficiency | 100% | 100% | n.a. | BNPIEEPR |
| Emerging Infrastructure PR | EUR | PR | Infrastructure | 100% | 100% | n.a | BNPIEIPR |
| Ethibel ER | EUR | ER | Ethibel | 0% | 200% | 15% | BNPIETER |
| Global Infrastructure PR | EUR | ER | Infrastructure | 100% | 100% | n.a | BNPIGIPR |
| Energy Efficiency ER | EUR | ER | Energy Efficiency | 0% | 200% | 15% | BNPIEEER |
| Emerging Infrastructure ER | EUR | ER | Infrastructure | 0% | 100% | 18% | BNPIEIER |
| Agribusiness ER | EUR | ER | Agribusiness | 0% | 200% | 15% | BNPIGAER |
| Agribusiness USD TR | USD | TR | Agribusiness | 0% | 200% | 15% | BNPIGAUI |

| Index Name | Currency | Cash Kind | Thematic | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| Grey Gold ER | EUR | ER | Grey Gold | 0% | 200% | 15% | BNPIGGER |
| Global Infrastructure ER | EUR | ER | Infrastructure | 0% | 200% | 15% | BNPIGIER |
| Global Waste Management ER | EUR | ER | Waste Management | 0% | 200% | 15% | BNPIGWER |
| M&A ER | EUR | ER | M&A | 0% | 200% | SX5E | BNPIMAER |
| M&A TR | EUR | ER | M&A | 100% | 100% | n.a | BNPIMATR |
| Renewable Energy ER | EUR | ER | Renewable Energy | 0% | 200% | 15% | BNPIREER |
| Global Water ER | EUR | ER | Water | 0% | 200% | 15% | BNPIWAER |
| Next 11 Core 8 ER | EUR | ER | Emerging Markets | 0% | 100% | 18% | BNPINEER |
| Renewable Energy USD TR | USD | TR | Renewable Energy | 0% | 200% | 15% | BNPIREUI |
| BNP Paribas High Div 15 TR Index | EUR | TR | High Dividend | 0% | 100% | 15% | BNPIHDTR |
| BNPP Global Green Excess Return Index volcap 12% ER | EUR | ER | Green | 0% | 100% | 12% | BNPIGRER |
| BNP Paribas Winning Business Models Outperformance ER 15% USD Index ER | USD | ER | Winning Business Models | 0% | 150% | 15% | BNPIWBOP |
| Key Idea ER | EUR | ER | Key Idea | 0% | 200% | SX5E | BNPIKIER |
| Key Idea PR | EUR | PR | Key Idea | 100% | 100% | n.a | BNPIKIPR |
| M&A PR | EUR | PR | M&A | 100% | 100% | n.a | BNPIMAPR |
| BNP Emerging Consumer PR | EUR | PR | Consumer | 100% | 100% | n.a | BNPIECPR |
| BNP Paribas High Div 15 ER Index | EUR | ER | High Dividend | 0% | 100% | 15% | BNPIHDER |
| BNPP Global Green Total Return Index TR | EUR | TR | Green | 100% | 100% | n.a | BNPIGRTR |
| BNP Paribas Inflation Equity USD TR | USD | TR | Inflation | 100% | 100% | n.a | BNPIIEUT |
| BNP Paribas High Div Naked TR Index | EUR | TR | High Dividend | 100% | 100% | n.a | BNPIHDNT |
| CIMB Dynamic Isovol Developed ER | USD | ER | Developed | 0% | n.a | 10% | CIMDDEVC |
| CIMB Dynamic Isovol Emerging ER | USD | ER | Emerging | 0% | 100% | 10% | CIMDEMGC |
| CIMB Dynamic Isovol Developing Asia ER | USD | ER | Developing Asia | 0% | n.a | 10% | CIMDASIA |
| BNP Paribas High Dividend Yield Japan Equity Long TR | JPY | TR | High Dividend | 100% | 100% | n.a | BNPIHDJT |
| BNP Paribas African Consumer EUR TR | EUR | TR | Consumer | 100% | 100% | n.a | BNPIACTR |
| BNP Paribas African Consumer Isovol 15 EUR ER | EUR | ER | Consumer | 0% | 150% | 15% | BNPIACER |
| AXA Singapore Equity Select Index | SGD | PR | Singapore | 0% | 100% | 11% | ENHAALSG |
| BNP Paribas World ex Japan Large Cap Tracker Index TR | USD | TR | World ex Japan | 0% | 200% | - | BNPIWLCT |
| BNP Paribas Global Agribusiness Price Return Index | USD | PR | Agribusiness | 0% | 100% | - | BNPIGAPR |
| BNP Paribas Global Waste Management Price Return Index | USD | PR | Global Waste Management | 0% | 100% | - | BNPIGWPR |
| Next 11 Core 8 SBox PR | EUR | PR | Next 11 | 0% | 100% | - | BNPINEPR |
| BNP Paribas New Technology Total Return index (USD) TR | USD | TR | Techno | 0% | 100% | - | BNPINTTR |
| Renewable Energy SBox PR | EUR | PR | Renewable Energy | 0% | 100% | - | BNPIREPR |
| BNP Paribas Global Water Price Return Index | USD | PR | Water | 0% | 100% | - | BNPIWAPR |
| BNP Paribas Technology 15 RUB Index | RUB | ER | Techno | 0% | 150% | 15% | BNPINTRE |

| Index Name | Currency | Cash Kind | Thematic | Min Exposure | Max Exposure | Volatility Target | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| Global Grey Gold Select 30 USD | USD | PR | Ageing Population | n.a. | n.a. | n.a. | BNPIGGGP |
| BNP Paribas Global Agribusiness Total Return Index (USD) | USD | TR | Agribusiness | 0% | 200% | 15% | BNPIGATR |
| BNP Paribas Global Waste Management Total Return Index (USD) | USD | TR | Waste Management | - | - | - | BNPIGWTR |
| BNP Paribas Next 11 Core 8 Total Return Index (USD) | USD | TR | Emerging Markets | - | - | - | BNPINETR |
| BNP Paribas Global Renewable Energies Total Return Index (USD) | USD | TR | Renewable Energies | - | - | - | BNPIRETR |
| BNP Paribas Global Water Total Return Index (USD) | USD | TR | Water | - | - | - | BNPIWATR |
| BNP Paribas World Renewable Energy Total Return Index (EUR) | EUR | TR | Renewable Energies | - | - | - | BNPIRETE |
| Deep Value Europe Select 50 PR Index | EUR | PR | Efficient Europe | 100% | 100% | - | ENHADVE5 |
| Next Dividend Low Risk Europe | EUR | PR | Efficient Europe | 100% | 100% | - | BNPINXDV |
| Next Dividend High Beta Europe | EUR | PR | Efficient Europe | 100% | 100% | - | BNPINXHB |
| Dynamic Deep Value Equity Europe Index | EUR | PR | Efficient Europe | 100% | 100% | - | ENHADEEP |
| Deep Value Europe Select 50 PR Index | EUR | PR | Efficient Europe | 100% | 100% | - | ENHADVE5 |
| Europe Centenary Select 30 PR Index | EUR | PR | Efficient Europe | 100% | 100% | - | ENHANXEC |

4. Fixed Exposure Indices

The objective of each Index is to provide a positive exposure ("**Long**") or negative exposure ("**Short**") to the performance of instruments of different kinds ("**Instrument Kind**") that can be a Future Contract ("**Future**") or a Forward ("**Forward**") or an Index ("Index") that are linked to a given reference instrument ("**Reference Instrument**"). The objective of the Index Methodology is to give a fixed exposure ("**Exposure**") to the Reference Instrument, through a daily adjustment.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on https://indices-globalmarkets/bnpparibas.com/nr/@CodeCInergy@.pdf as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

| Index Name | Currency | Long / Short | Cash Kind | Instrument Kind | Reference Instrument | Exposure | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| BNP Paribas Eurozone Dividend 15 X2 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2017 | 200% | BDE15L2T |
| BNP Paribas Eurozone Dividend 16 X2 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2016 | 100% | BDE16L2T |
| BNP Paribas Eurozone Dividend 13 X1 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2013 | 100% | BDE13L1T |
| BNP Paribas Eurozone Dividend 16 X1 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2016 | 200% | BDE16L1T |
| BNP Paribas Eurozone Dividend 17 X2 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2017 | 200% | BDE17L2T |

| Index Name | Currency | Long / Short | Cash Kind | Instrument Kind | Reference Instrument | Exposure | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| BNP Paribas Eurozone Dividend 14 X1 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2014 | 100% | BDE14L1T |
| BNP Paribas Eurozone Dividend 15 X1 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2015 | 100% | BDE15L1T |
| BNP Paribas UK Dividend 14 X1 Daily Leverage Index TR TR | GBP | Long | TR | Future | FTSE Dividend 2014 | 100% | BNPI1U4T |
| BNP Paribas UK Dividend 14 X-1 Daily Leverage Index TR TR | GBP | Short | TR | Future | FTSE Dividend 2014 | -100% | BNPISU4T |
| BNP Paribas UK Dividend 14 X2 Daily Leverage Index TR TR | GBP | Long | TR | Future | FTSE Dividend 2014 | 200% | BNPI2U4T |
| BNP Paribas UK Dividend 15 X-1 Daily Leverage Index TR TR | GBP | Short | TR | Future | FTSE Dividend 2015 | -100% | BNPISU5T |
| BNP Paribas UK Dividend 15 X1 Daily Leverage Index TR TR | GBP | Long | TR | Future | FTSE Dividend 2015 | 100% | BNPI1U5T |
| BNP Paribas UK Dividend 15 X2 Daily Leverage Index TR TR | GBP | Long | TR | Future | FTSE Dividend 2015 | 200% | BNPI2U5T |
| BNP Paribas EU Dividend 16 X-1 Daily Leverage Index TR TR | EUR | Short | TR | Future | SX5E Dividend 2016 | -100% | BDE16S1T |
| BNP Paribas EU Dividend 15 X-1 Daily Leverage Index TR TR | EUR | Short | TR | Future | SX5E Dividend 2015 | -100% | BDE15S1T |
| BNP Paribas EU Dividend 17 X-1 Daily Leverage Index TR TR | EUR | Short | TR | Future | SX5E Dividend 2017 | -100% | BDE17S1T |
| ETN on BNP Paribas UK Dividend 14 X2 Daily Leverage Index TR TR | GBP | Long | TR | Future | FTSE Dividend 2015 | 200% | BNPI2U4I |
| ETN on BNP Paribas UK Dividend 14 X1 Daily Leverage Index TR TR | GBP | Long | TR | Future | FTSE Dividend 2015 | 100% | BNPI1U4I |
| ETN on BNP Paribas UK Dividend 14 X-1 Daily Leverage Index TR TR | GBP | Short | TR | Future | FTSE Dividend 2015 | -100% | BNPISU4I |
| BNP Paribas UK Dividend 15 X-1 Daily Leverage Index INAV TR | GBP | Short | TR | Future | FTSE Dividend 2015 | -100% | BNPISU5I |
| BNP Paribas UK Dividend 15 X1 Daily Leverage Index INAV TR | GBP | Long | TR | Future | FTSE Dividend 2015 | 100% | BNPI1U5I |
| BNP Paribas UK Dividend 15 X2 Daily Leverage Index INAV TR | GBP | Long | TR | Future | FTSE Dividend 2015 | 200% | BNPI2U5I |
| BNP Paribas EU Dividend 14 X-1 Daily Leverage Index TR TR | EUR | Short | TR | Future | SX5E Dividend 2014 | -100% | BDE14S1T |
| BNP Paribas EU Dividend 14 X-1 Daily Leverage Index INAV TR | EUR | Short | TR | Future | SX5E Dividend 2014 | -100% | BDE14S1I |
| BNP Paribas EU Dividend 16 X-1 Daily Leverage Index INAV TR | EUR | Short | TR | Future | SX5E Dividend 2016 | -100% | BDE16S1I |
| BNP Paribas EU Dividend 15 X-1 Daily Leverage Index INAV TR | EUR | Short | TR | Future | SX5E Dividend 2015 | -100% | BDE15S1I |
| BNP Paribas EU Dividend 17 X-1 Daily Leverage Index INAV TR | EUR | Short | TR | Future | SX5E Dividend 2017 | -100% | BDE17S1I |
| BNP Paribas Eurozone Dividend 17 X1 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2017 | 100% | BDE17L1T |
| BNP Paribas Eurozone Dividend 13 X2 | EUR | Long | TR | Future | SX5E Dividend 2013 | 200% | BDE13L2T |

| Index Name | Currency | Long / Short | Cash Kind | Instrument Kind | Reference Instrument | Exposure | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| Daily Leverage Index TR | | | | | | | |
| BNP Paribas Eurozone Dividend 14 X2 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2014 | 200% | BDE14L2T |
| BNP Paribas Eurozone Dividend 15 X2 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2015 | 200% | BDE15L2T |
| BNP Paribas Eurozone Dividend 16 X2 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2016 | 200% | BDE16L2T |
| BNP Paribas Eurozone Dividend 13 X1 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2013 | 100% | BDE13L1T |
| BNP Paribas Eurozone Dividend 14 X1 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2013 | 100% | BDE14L1T |
| BNP Paribas Eurozone Dividend 16 X1 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2016 | 100% | BDE16L1T |
| BNP Paribas Eurozone Dividend 17 X2 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2017 | 200% | BDE17L2T |
| BNP Paribas Eurozone Dividend 15 X1 Daily Leverage Index TR | EUR | Long | TR | Future | SX5E Dividend 2015 | 100% | BDE15L1T |
| BNP Paribas Eurozone Equity X2 Daily Leverage Index TR | EUR | Long | TR | Index | BNP Paribas Eurozone Equity Futures Index | 200% | BNPI2LET |
| BNP Paribas Eurozone Equity X3 Daily Leverage Index TR | EUR | Long | TR | Index | BNP Paribas Eurozone Equity Futures Index | 300% | BNPI3LET |
| BNP Paribas Eurozone Equity X5 Daily Leverage Index TR | EUR | Long | TR | Index | BNP Paribas Eurozone Equity Futures Index | 500% | BNPI5LET |
| BNP Paribas Eurozone Equity X2 Daily Short Index TR | EUR | Short | TR | Index | BNP Paribas Eurozone Equity Futures Index | 200% | BNPI2SET |
| BNP Paribas Eurozone Equity X3 Daily Short Index TR | EUR | Short | TR | Index | BNP Paribas Eurozone Equity Futures Index | 300% | BNPI3SET |
| BNP Paribas Eurozone Equity X5 Daily Short Index TR | EUR | Short | TR | Index | BNP Paribas Eurozone Equity Futures Index | 500% | BNPI5SET |
| BNP Paribas Eurozone Equity X4 Daily Leverage Index TR | EUR | Long | TR | Index | BNP Paribas Eurozone Equity Futures Index | 400% | BNPI4LET |
| BNP Paribas Eurozone Equity X4 Daily Short Index TR | EUR | Short | TR | Index | BNP Paribas Eurozone Equity Futures Index | 400% | BNPI4SET |
| BNP Paribas USD 10Y Futures Index ER | USD | Long | ER | Future | 10-Year US Treasury Note | 100% | BNPIFU10 |
| BNP Paribas USD EUR Forward Index ER | USD | Long | ER | Forward | USD-EUR Exchange Rate | 100% | BNPIUSEU |
| BNP Paribas AUD 3Y Futures Index ER | AUD | Long | ER | Future | 3-Year Australian Gov't Bond | 100% | BNPIFAU3 |
| BNP Paribas GBP EUR Forward Index ER | EUR | Long | ER | Forward | GBP-EUR Exhange Rate | 100% | BNPIGBEU |
| BNP Paribas Eurozone Equity Futures Index ER | EUR | Long | ER | Future | DJ Euro Stoxx 50 Index | 100% | BNPIFEU |
| BNP Paribas India (SGX) Equity Futures Index ER | USD | Long | ER | Future | NSE CNX NIFTY INDEX | 100% | BNPIFINS |
| BNP Paribas Australia Equity Futures Index ER | AUD | Long | ER | Future | S&P/ASX 200 INDEX | 100% | BNPIFAU |
| BNP Paribas EUR 5Y Futures Index ER | EUR | Long | ER | Future | Euro-Bobl 5yr 6% | 100% | BNPIFEU5 |

| Index Name | Currency | Long / Short | Cash Kind | Instrument Kind | Reference Instrument | Exposure | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| BNP Paribas EUR 10Y Futures Index ER | EUR | Long | ER | Future | Euro-Bund 10yr 6% | 100% | BNPIFE10 |
| BNP Paribas Hong Kong Equity Futures Index ER | HKD | Long | ER | Future | HANG SENG INDEX | 100% | BNPIFHK |
| BNP Paribas Singapore Equity Futures Index ER | SGD | Long | ER | Future | MSCI SINGAPORE FREE | 100% | BNPIFSG |
| BNP Paribas Japan Equity Futures Index ER | JPY | Long | ER | Future | NIKKEI 225 | 100% | BNPIFJP |
| BNP Paribas US Equity Futures Index ER | USD | Long | ER | Future | S&P 500 INDEX | 100% | BNPIFUS |
| BNP Paribas UK Equity Futures Index ER | GBP | Long | ER | Future | FTSE 100 INDEX | 100% | BNPIFGB |
| BNP Paribas US Equity 5Y Futures Index ER | USD | Long | ER | Future | S&P 500 INDEX | 100% | BNPIFUS5 |
| BNP Paribas Taiwan Equity Futures Index ER | USD | Long | ER | Future | MSCI TAIWAN | 100% | BNPIFTW |
| BNP Paribas China Equity Futures Index ER | HKD | Long | ER | Future | HANG SENG CHINA ENT INDX | 100% | BNPIFCN |
| BNP Paribas Korea Equity Futures Index ER | KRW | Long | ER | Future | KOSPI 200 INDEX | 100% | BNPIFKR |
| BNP Paribas GBP 10Y Futures Index ER | GBP | Long | ER | Future | UK 10yr 4.0 % | 100% | BNPIFG10 |
| BNP Paribas Emergents Futures Index ER | USD | Long | ER | Future | MSCI EM | 100% | BNPIFEM |
| BNP Paribas Volatility US Short Term Futures Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPIVXST |
| BNP Paribas Volatility Front 5 days Futures Index ER | EUR | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPIVX5E |
| BNP Paribas JPY 10Y Futures Index ER | JPY | Long | ER | Future | Jpn 10yr 6% | 100% | BNPIFJ10 |
| BNP Paribas Malaysia Equity Futures Index ER | MYR | Long | ER | Future | FTSE Bursa Malaysia KLCI | 100% | BNPIFMA |
| BNP Paribas Sweden Futures Index ER | SEK | Long | ER | Future | OMX STOCKHOLM 30 INDEX | 100% | BNPIFSW |
| BNP Paribas Russia Futures Index ER | USD | Long | ER | Future | RUSSIAN RTS INDEX $ | 100% | BNPIFRU |
| BNP Paribas Italy Futures Index ER | EUR | Long | ER | Future | FTSE MIB INDEX | 100% | BNPIFIT |
| BNP Paribas Spain Futures Index ER | EUR | Long | ER | Future | IBEX 35 INDEX | 100% | BNPIFSP |
| BNP Paribas Netherlands Futures Index ER | EUR | Long | ER | Future | AEX-Index | 100% | BNPIFNE |
| BNP Paribas Volatility EU Futures Index ER | EUR | Long | ER | Future | VSTOXX Index | 100% | BNPIFVXX |
| BNP Paribas Volatility US Futures Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPIFVIX |
| BNP Paribas EUR USD Forward Index ER | USD | Long | ER | Forward | EUR USD Exchange Rate | 100% | BNPIEUUS |
| BNP Paribas HKD USD Forward Index ER | USD | Long | ER | Forward | HKD USD Exchange Rate | 100% | BNPIHKUS |
| BNP Paribas South Africa Equity Futures Index ER | ZAR | Long | ER | Future | FTSE/JSE AFRICA TOP40 IX | 100% | BNPIFSA |
| BNP Paribas Norway Futures Index ER | NOK | Long | ER | Future | OBX STOCK INDEX | 100% | BNPIFNO |
| BNP Paribas CAD 10Y Futures Index ER | CAD | Long | ER | Future | Can 10yr 6% | 100% | BNPIFC10 |

| Index Name | Currency | Long / Short | Cash Kind | Instrument Kind | Reference Instrument | Exposure | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| BNP Paribas Turkey Equity Futures Index ER | TRY | Long | ER | Future | ISE NATIONAL 30 | 100% | BNPIFTU |
| BNP Paribas Europe Dividendes 1Y Futures Index ER | EUR | Long | ER | Future | SX5E Dividend | 100% | BNPIFED1 |
| BNP Paribas Europe Dividendes 2Y Futures Index ER | EUR | Long | ER | Future | SX5E Dividend | 100% | BNPIFED2 |
| BNP Paribas Europe Dividendes 3Y Futures Index ER | EUR | Long | ER | Future | SX5E Dividend | 100% | BNPIFED3 |
| BNP Paribas Europe Dividendes 4Y Futures Index ER | EUR | Long | ER | Future | SX5E Dividend | 100% | BNPIFED4 |
| BNP Paribas Europe Dividendes 5Y Futures Index ER | EUR | Long | ER | Future | SX5E Dividend | 100% | BNPIFED5 |
| BNP Paribas EUR 2Y Futures Index ER ER | EUR | Long | ER | Future | Euro-Schatz 2yr 6% | 100% | BNPIFEU2 |
| BNP Paribas JP Equity Futures (synch EU morning) Index ER | JPY | Long | ER | Future | NIKKEI 225 | 100% | BNPIFSJP |
| BNP Paribas EU Equity Futures (synch EU morning) Index ER | EUR | Long | ER | Future | Euro Stoxx 50 Pr | 100% | BNPIFSEU |
| BNP Paribas US Equity Futures (synch EU morning) Index ER | USD | Long | ER | Future | S&P 500 INDEX | 100% | BNPIFSUS |
| BNP Paribas Brazil Equity Futures Index ER | BRL | Long | ER | Future | BRAZIL BOVESPA INDEX | 100% | BNPIFBR |
| BNP Paribas India Equity Futures Index ER | INR | Long | ER | Future | NSE CNX NIFTY INDEX | 100% | BNPIFIN |
| BNP Paribas JPY USD Forward Index ER | USD | Long | ER | Forward | JPY USD Exchange Rate | 100% | BNPIJPUS |
| BNP Paribas NZD EUR Forward Index ER | EUR | Long | ER | Forward | NZD EUR Exchange Rate | 100% | BNPINZEU |
| BNP Paribas SEK EUR Forward Index ER | EUR | Long | ER | Forward | SEK EUR Exchange Rate | 100% | BNPISEEU |
| BNP Paribas TRY EUR Forward Index ER | EUR | Long | ER | Forward | TRY EUR Exchange Rate | 100% | BNPITREU |
| BNP Paribas USD 30Y Futures Index ER | USD | Long | ER | Future | US 20yr 6% | 100% | BNPIFU30 |
| BNP Paribas US Equity Futures (synch EU) Index ER | USD | Long | ER | Future | S&P 500 INDEX | 100% | BNPIFUSS |
| BNP Paribas Volatility 7 US Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPIVIX7 |
| BNP Paribas Volatility 1 US Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPIVIX1 |
| BNP Paribas Volatility 2 US Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPIVIX2 |
| BNP Paribas Volatility 3 US Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPIVIX3 |
| BNP Paribas Volatility 4 US Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPIVIX4 |
| BNP Paribas Volatility 5 US Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPIVIX5 |
| BNP Paribas Volatility 6 US Index ER | USD | Long | ER | Future | CBOE SPX | 100% | BNPIVIX6 |

| Index Name | Currency | Long / Short | Cash Kind | Instrument Kind | Reference Instrument | Exposure | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| | | | | | VOLATILITY INDX | | |
| BNP Paribas NOK EUR Forward Index ER | EUR | Long | ER | Forward | NOK EUR Exchange Rate | 100% | BNPINOEU |
| BNP Paribas SGD EUR Forward Index ER | EUR | Long | ER | Forward | SGD EUR Exchange Rate | 100% | BNPISGEU |
| BNP Paribas AUD EUR Forward Index ER | EUR | Long | ER | Forward | AUD EUR Exchange Rate | 100% | BNPIAUEU |
| BNP Paribas CHF EUR Forward Index ER | EUR | Long | ER | Forward | CHF EUR Exchange Rate | 100% | BNPICHEU |
| BNP Paribas JPY EUR Forward Index ER | EUR | Long | ER | Forward | JPY EUR Exchange Rate | 100% | BNPIJPEU |
| BNP Paribas HKD EUR Forward Index ER | EUR | Long | ER | Forward | HKD EUR Exchange Rate | 100% | BNPIHKEU |
| BNP Paribas CAD EUR Forward Index ER | EUR | Long | ER | Forward | CAD EUR Exchange Rate | 100% | BNPICAE |
| BNP Paribas EUR JPY Forward Index ER | JPY | Long | ER | Forward | EUR JPY Exchange Rate | 100% | BNPIEUJP |
| BNP Paribas HKD JPY Forward Index ER | JPY | Long | ER | Forward | HKD JPY Exchange Rate | 100% | BNPIHKJP |
| BNP Paribas USD JPY Forward Index ER | JPY | Long | ER | Forward | USD JPY Exchange Rate | 100% | BNPIUSJP |
| BNP Paribas Poland Equity Futures Index ER | PLN | Long | ER | Future | WSE WIG 20 INDEX | 100% | BNPIFPL |
| BNP Paribas Switzerland Equity Futures Index ER | CHF | Long | ER | Future | SWISS MARKET INDEX | 100% | BNPIFCH |
| BNP Paribas France Equity Futures Index ER ER | EUR | Long | ER | Future | CAC 40 INDEX | 100% | BNPIFFR |
| BNP Paribas Germany Equity Futures Index ER ER | EUR | Long | ER | Future | DAX INDEX | 100% | BNPIFGE |
| BNP Paribas Canada Equity Futures Index ER | CAD | Long | ER | Future | S&P/TSX 60 INDEX | 100% | BNPIFCA |
| BNP Paribas US Small Caps Equity Futures Index ER | USD | Long | ER | Future | RUSSELL 2000 INDEX | 100% | BNPIFUSC |
| BNP Paribas EUR 5Y Index TR TR | EUR | Long | TR | Future | Euro-Bobl 5yr 6% | 100% | BNPIFE5T |
| BNP Paribas Equity Spread Euro STOXX50 Index Future vs CME S&P500 Index Future FX Hedged EUR Index TR TR | EUR | Long/Short | TR | Future | Euro Stoxx 50 Pr<br>S&P 500 INDEX | 100%<br>-100% | BNPISEUE |
| BNP Paribas Equity Spread US vs Eurozone Future FX Hedged EUR Index TR | EUR | Long/Short | TR | Future | Euro Stoxx 50 Pr<br>S&P 500 INDEX | -100%<br>100% | BNPISUEE |
| S&P 500 VIX Short-Term Futures Index ER ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | SPVXSP |
| S&P 500 VIX Short-Term Futures Index TR TR | USD | Long | TR | Future | CBOE SPX VOLATILITY INDX | 100% | SPVXSTR |
| S&P VIX Futures Tail Risk Index TR - Short Term TR | USD | Long | TR | Future | CBOE SPX VOLATILITY INDX | 100% | SPVXTRST |
| S&P VIX Futures Tail Risk Index ER - Short Term ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | SPVXTRSP |
| Inav on BNP Paribas Short European | EUR | Long | ETN | Index | BNP Paribas Short | 100% | BNPISVXI |

| Index Name | Currency | Long / Short | Cash Kind | Instrument Kind | Reference Instrument | Exposure | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| Volatility Index EUR TR ER | | | | | European Volatility Index EUR TR | | |
| BNP Paribas US Volatility TWAP Futures 1 Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPITVX1 |
| BNP Paribas US Volatility TWAP Futures 2 Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPITVX2 |
| BNP Paribas US Volatility TWAP Futures 3 Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPITVX3 |
| BNP Paribas US Volatility TWAP Futures 4 Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPITVX4 |
| BNP Paribas US Volatility TWAP Futures 5 Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPITVX5 |
| BNP Paribas US Volatility TWAP Futures 6 Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPITVX6 |
| BNP Paribas US Volatility TWAP Futures 7 Index ER | USD | Long | ER | Future | CBOE SPX VOLATILITY INDX | 100% | BNPITVX7 |
| BNP Paribas JPY 10Y Close Index ER | JPY | Long | ER | Future | Jpn 10yr 6% | 100% | BNPIF10J |
| BNP Paribas US Equity X4 Daily Leverage Index TR | USD | Long | TR | Index | BNP Paribas US Equity Futures Index | 400% | BNPI4LUT |
| BNP Paribas US Equity X4 Daily Leverage Index INAV | USD | Long | TR | Index | BNP Paribas US Equity X4 Daily Leverage Index TR | 400% | BNPI4LUI |
| BNP Paribas US Equity X-4 Daily Leverage Index TR | USD | Long | TR | Index | BNP Paribas US Equity Futures Index | 400% | BNPI4SUT |
| BNP Paribas US Equity X-4 Daily Leverage Index INAV | USD | Long | TR | Index | BNP Paribas US Equity X-4 Daily Leverage Index TR | 400% | BNPI4SUI |
| BNP Paribas GB Equity X4 Daily Leverage Index TR | GBP | Long | TR | Index | BNP Paribas GB Equity Futures Index | 400% | BNPI4LGT |
| BNP Paribas GB Equity X4 Daily Leverage Index INAV | GBP | Long | TR | Index | BNP Paribas GB Equity X4 Daily Leverage Index TR | 400% | BNPI4LGI |
| BNP Paribas GB Equity X-4 Daily Leverage Index TR | GBP | Long | TR | Index | BNP Paribas GB Equity Futures Index | 400% | BNPI4SGT |
| BNP Paribas GB Equity X-4 Daily Leverage Index INAV | GBP | Long | TR | Index | BNP Paribas GB Equity X-4 Daily Leverage Index TR | 400% | BNPI4SGI |
| BNP Paribas Emerging Equity X4 Daily Leverage Index TR | USD | Long | TR | Index | BNP Paribas Emerging Equity Futures Index | 400% | BNPI4ELT |
| BNP Paribas Emerging Equity X4 Daily Leverage Index INAV | USD | Long | TR | Index | BNP Paribas Emerging Equity X4 Daily Leverage Index TR | 400% | BNPI4EST |
| BNP Paribas Emerging Equity X-4 Daily Leverage Index TR | USD | Long | TR | Index | BNP Paribas Emerging Equity Futures Index | 400% | BNPI4ELI |
| BNP Paribas Emerging Equity X-4 Daily Leverage Index INAV | USD | Long | TR | Index | BNP Paribas Emerging Equity X-4 Daily Leverage Index TR | 400% | BNPI4ESI |

| Index Name | Currency | Long / Short | Cash Kind | Instrument Kind | Reference Instrument | Exposure | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| BNP Paribas France 10Y Index ER | EUR | Long | ER | Future | Euro-OAT 10yr 6% | 100% | BNPIFF10 |
| BNP Paribas Europe 30Y Index ER | EUR | Long | ER | Future | Euro 30yr 4% | 100% | BNPIFE30 |
| BNP Paribas US 2Y Index ER | USD | Long | ER | Future | US 2yr 6% | 100% | BNPIFUS2 |
| BNP Paribas Italy 10Y Index ER | EUR | Long | ER | Future | BTP 10yr 6% | 100% | BNPIFI10 |
| BNP Paribas AUD JPY Forward Index | JPY | Long | ER | Forward | AUD JPY Exchange Rate | 100% | BNPIAUJP |
| BNP Paribas China Onshore Futures Index | USD | Long | ER | Future | FTSE China | 100% | BNPIFCNO |
| BNP Paribas Japan Tokyo Futures Index ER | JPY | Long | ER | Future | Topix Index | 100% | BNPIFJT |
| BNP Paribas BRL USD Forward Index ER | USD | Long | ER | Forward | BRL USD Exchange Rate | 100% | BNPIBRUS |
| BNP Paribas Emerging Currency Basket JPY ER Index | JPY | Long | ER | Index | JPY Curncy | 100% | BNPIECJE |
| BNP Paribas Switzerland 10Y Future Index | CHF | Long | ER | Future | SWISS MARKET INDEX | 100% | BNPIFS10 |
| BNP Paribas INR USD Forward Index ER | USD | Long | ER | Forward | INR USD Exchange Rate | 100% | BNPIINUS |
| India Equity Select Index | INR | Long | TR | Index | NSE CNX NIFTY INDEX | 100% | ENHAINUT |
| BNP Paribas MXN USD Forward Index ER | USD | Long | ER | Forward | MXN USD Exchange Rate | 100% | BNPIMXUS |
| BNP Paribas PLN EUR Forward Index ER EUR | EUR | Long | ER | Forward | PLN EUR Exchange Rate | 100% | BNPIPLEU |
| BNP Paribas ZAR USD Forward Index ER | USD | Long | ER | Forward | ZAR USD Exchange Rate | 100% | BNPIZAUS |

5. Risk Control Indices

The objective of each Index is to provide a synthetic exposure to the performance of a "Reference Index". The exposure to the underlying is dynamically adjusted in order to control the risks associated with the Index, with a volatility control mechanism. When the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Target Volatility**"), or falls below the Target Volatility, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets.

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| Index Name | Currency | Cash Kind | Reference Index | Min Exposure | Max Exposure | Target Volatility | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| Poland RC 20 PLN Hedged ER | PLN | ER | BNP Paribas Poland Equity Futures Index | 0% | 150% | 20% | ENHAFPLP |

| Index Name | Currency | Cash Kind | Reference Index | Min Exposure | Max Exposure | Target Volatility | Bloomberg Code |
|---|---|---|---|---|---|---|---|
| BNP Paribas Risk-Controlled 10 US Equity Index ER | USD | ER | BNPP Paribas US Equity Futures Index | 0% | n.a | 10% | BNPI10UE |
| BNP Paribas Risk-Controlled 15 US Equity Index ER | USD | ER | BNPP Paribas US Equity Futures Index | 0% | n.a | 15% | BNPI15UE |
| BNP Paribas Risk-Controlled 20 US Equity Index ER | USD | ER | BNPP Paribas US Equity Futures Index | 0% | n.a | 20% | BNPI20UE |
| BNP Paribas Risk-Controlled 25 US Equity Index ER | USD | ER | BNPP Paribas US Equity Futures Index | 0% | n.a | 25% | BNPI25UE |
| BNP Paribas Risk-Controlled 30 US Equity Index ER | USD | ER | BNPP Paribas US Equity Futures Index | 0% | n.a | 30% | BNPI30UE |
| BNP Paribas Risk-Controlled 15 Eurozone Equity Index TR | EUR | TR | BNPP Paribas Eurozone Equity Futures Index | 0% | n.a | 15% | BNPI15ET |
| BNP Paribas Risk-Controlled 15 Eurozone Equity Index ER | EUR | ER | BNPP Paribas Eurozone Equity Futures Index | 0% | n.a | 15% | BNPI15EE |
| Volcap HSCEI Index PR | HKD | PR | Hang Seng China Enterprises Index | 0% | 100% | 6% | CIMDCHNA |
| BRIC RC 10 PLN Hedged ER | PLN | ER | Dow Jones BRIC 50 All DR Volatility Risk Control Index | 0% | 150% | 10% | ENHABRCP |
| Africa RC 10 PLN Hedged ER | PLN | ER | S&P Access Africa Daily Risk Control 10% Excess Return | 0% | 150% | 10% | ENHAAFRP |
| BNP Paribas Volcap10 on 10Y American Bonds USD ER | USD | ER | Paribas USD 10Y Futures Index | 0% | 100% | 10% | BNPI10U1 |
| BNP Paribas Japanese Equity Dynamic Risk Control Index ER | JPY | ER | BNP Paribas Japan Tokyo Futures Index | 0% | 100% | 10% | BNPIDJTE |
| BNP Paribas Japanese Equity Dynamic Risk Control Index TR | JPY | TR | BNP Paribas Japan Tokyo Futures Index | 0% | 100% | 10% | BNPIDJTT |
| High Dividend RC 10 PLN Hedged ER Index | PLN | ER | Stoxx Global Dividend 100 Net Return Index | 0% | 100% | 10% | ENHADVDP |
| HIGH YIELD RC 10 PLN HEDGED ER Index | PLN | ER | BNP Paribas Poland Equity Futures Index | 0% | 100% | 10% | ENHAYILD |
| Asian Tigers – Target Volatility Index | RUB | ER | Basket of 4 Asian future indexes | 0% | 150% | 10% | ENHAAT10 |
| Russian Values Index | RUB | ER | BNPIFRU (Russia Futures Index) and SPGSGCP (GSCI Gold ER) | 0% | 150% | 20% | ENHARVGI |
| BNP Paribas World ex-Japan Equity Dynamic Risk Control Index TR | USD | TR | NIKKEI 225 | 0% | 150% | 20% | BNPIDWET |
| BNP Paribas High Dividend Europe TR EUR | EUR | TR | SX5E Index | 0% | 100% | 8% | BNPIHDE8 |
| BNP Paribas Maximum Income Equity Europe KRW 10 Index | KRW | ER | SX5E Index | 0% | 100% | 10% | BNPIMIK1 |
| Insular Philippine Equity PHP Index | PHP | ER | Philippines Stock Exchange | 0% | 100% | 10% | ENHA21IL |
| Asia Tiger Risk Control 10 Excess Return | RUB | ER | MSCI EM | 0% | 150% | 10% | ENHAAT10E |
| BPI-Philam Asia Growth 3 Index | PHP | ER | Philippines Stock Exchange | 0% | 100% | 10% | ENHABAG3 |
| Insular Philippine Equity PHP Index 2 | PHP | ER | Philippines Stock Exchange | 0% | 100% | 10% | ENHAT2IL |

6. Millenium Indices

The objective of each Index is to provide synthetic exposure to the performance of a notional long/short basket of (i) BNP Paribas custom indices based on future contracts for equity indices, bond indices and FX forward indices; and (ii) third party commodity indices, third party equity indices on real estate, and ETIs referencing emerging markets, bonds, and gold miner equities, where each such component is rebalanced daily in accordance with a proprietary allocation algorithm aimed at maximizing return for a predetermined level of risk. The weights of the Index Components that comprise this basket are calculated taking into account their trends, volatility and/or correlation with the market and the other Components. In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Volatility Target**"), or falls below the Target Volatility, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets.

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| Name | Currency | Cash Kind | Min Exposure | Max Exposure | Target Volatility | Bloomberg Code |
|---|---|---|---|---|---|---|
| Islamic New Frontier TR | USD | TR | 0% | 100% | 8% | BNPIMI8T |
| Cadiz Dynamic New World Index TR | EUR | TR | 0% | 100% | 12% | BNPICNWT |
| Millenium New World ER | EUR | ER | 0% | 100% | 12% | BNPIMNWE |
| Cadiz Dynamic New World Index ER | EUR | ER | 0% | 100% | 12% | BNPICNWE |
| Millenium US Centric ER | USD | ER | 0% | 100% | 8% | BNPIMUER |
| Millenium 10 EUR Series 1 ER | EUR | ER | 0% | 100% | 10% | BNPIMV1E & BNPICIME & BNPIBZNE |
| CIMB Evergreen II Index ER | EUR | ER | -100% | 100% | 10% | CIMGEVG2 |
| Millenium Japan 10 JPY TR | JPY | TR | 0% | 100% | 10% | BNPIMJYT |
| Millenium 10 EUR Series 3 TR | EUR | TR | 0% | 100% | 10% | BNPIMV3T & BNPICGOT |
| Millenium Evergreen Master Series ER | EUR | ER | -100% | 100% | 10% | CIMGEVGR |
| Millenium 10 USD Series 4 ER | USD | ER | 0% | 100% | 10% | BNPIM4UE |
| Millenium 10 EUR Series 3 ER | EUR | ER | 0% | 100% | 10% | BNPIMV3E & BNPINGPE & BNPICGOE |
| BNP Paribas Millenium 10 Europe Series 3 (HUF Hedged) ER | HUF | ER | 0% | 100% | 10% | BNPIMH3E |
| BNP Paribas NF8 Europe (PLN Hedged) ER | PLN | ER | 0% | 100% | 8% | BNPINFPE |
| BNP Paribas Millenium Master Series Japan Vol 10 Index ER | JPY | ER | 0% | 100% | 10% | BNPIMJ10 |
| BNP Paribas Millenium Master Series 11 Fx hedged EUR Index TR | EUR | TR | 0% | 100% | 11% | BNPIMMFT |
| BNP Paribas Longitude Fx hedged EUR TR Index TR | EUR | TR | 0% | 100% | 10% | BNPILGFT |
| Millenium Master Series Futures EUR ER | EUR | ER | 0% | 100% | 10% | BNPIMMSF |
| Millenium Federal Finance Master Series EUR ER | EUR | ER | 0% | 100% | 10% | BNPIMFFE |
| Millenium Master Series 8 EUR ER | EUR | ER | 0% | 100% | 8% | BNPIM8EE |

| Name | Currency | Cash Kind | Min Exposure | Max Exposure | Target Volatility | Bloomberg Code |
|---|---|---|---|---|---|---|
| BNP Paribas Longitude EUR Index ER | EUR | ER | 0% | 100% | 10% | BNPILGEE |
| BNP Paribas Multi-Asset Inflation Strategy Vol 5 ER | EUR | ER | 0% | 100% | 10% | BNPIMIE5 |
| BNP Paribas millenium master series (HUF Hedged) ER | HUF | ER | 0% | 100% | 10% | BNPIMMSH |
| Millenium Master Sparkasse Bremen Vermoens strategie Index EUR ER | EUR | ER | 0% | 100% | 10% | BNPISBME |
| Millenium Master Series 8 PLN ER | PLN | ER | 0% | 100% | 8% | BNPIM8PE |
| BNP Paribas Millenium Master Series USD Hedged Index ER | USD | ER | 0% | 100% | 10% | BNPIMMUE |
| BNP Paribas Multi-Asset Aggressive (HUF Hedged) Index ER | HUF | ER | 0% | 100% | 12% | BNPIM12H |
| BNP Paribas Multi-Asset Conservative (HUF Hedged) Index ER | HUF | ER | 0% | 100% | 6% | BNPIM6HE |
| BNP Paribas Multi-Asset Balanced (HUF Hedged) Index ER | HUF | ER | 0% | 100% | 8% | BNPIM8HE |
| BNP Paribas Longitude HUF Hedged ER Index ER | HUF | ER | 0% | 100% | 10% | BNPILGHE |
| BNP Paribas Millenium Diversifie CRN Index ER | EUR | ER | 0% | 100% | 8% | BNPIMCRN |
| BNP Paribas Master Series 10 PLN ER | PLN | ER | 0% | 100% | 10% | BNPIMMPE |
| Millenium 10 Europe Series 3 (Sterling Hedged) TR | EUR | TR | 0% | 100% | 10% | BNPIMS3T |
| BNP Paribas Millenium Master Series Japan Vol 5 Index ER | JPY | ER | 0% | 100% | 5% | BNPIMJ5 |
| BNP Paribas Multi-Asset Inflation Strategy Vol 10 ER | EUR | ER | 0% | 100% | 10% | BNPIMIEE |
| Millenium New World TR | EUR | TR | 0% | 100% | 12% | BNPIMNWT |
| Millenium US Centric TR | USD | TR | 0% | 100% | 8% | BNPIMUTR |
| Global Optimal Index ER | EUR | ER | -100% | 100% | 10% | ENHAGLOB |
| Millenium 10 USD Serie 4 TR | USD | TR | 0% | 100% | 10% | BNPIM4UT |
| New Frontier 8 Europe TR | EUR | TR | 0% | 100% | 8% | BNPINF8T |
| New Frontier 8 Europe ER | EUR | ER | 0% | 100% | 8% | BNPINF8E |
| Millenium 10 EUR Serie 1 TR | EUR | TR | 0% | 100% | 10% | BNPIMV1T |
| BNP Paribas Millenium Master Series 6 EUR ER | EUR | ER | 0% | 100% | 10% | BNPIM6EE |
| BNP Paribas Millenium Master Series 12 EUR ER | EUR | ER | 0% | 100% | 12% | BNPIM12E |
| Millenium Finance ER | EUR | ER | 0% | 100% | 10% | BNPIMFFT |
| BNP Paribas Millenium Diversified vol 4 EUR ER Index ER | EUR | ER | 0% | 150% | 4% | BNPIMD4E |
| BNP Paribas Millenium Diversified EUR ER Index ER | EUR | ER | 0% | 300% | 8% | BNPIMDEE |
| Zurich Multi Asset Inflation Strategy Index ER | CHF | ER | 0% | 100% | 10% | BNPIZMI6 |
| BNP Paribas Multi Asset SIP (SEK Hedged) Index ER | SEK | ER | n.a | n.a | n.a | BNPIMASI |
| BNP Paribas Emerging Plus (HUF Hedged) ER index ER | HUF | ER | 0% | 100% | 10% | BNPIEGHE |
| BNP Paribas Emerging Plus (PLN Hedged) ER Index ER | PLN | ER | 0% | 100% | 10% | BNPIEPPE |
| BNP Paribas Enhanced Diversified (HUF Hedged) Index ER | HUF | ER | n.a | n.a | n.a | BNPIDIHE |
| BNP Paribas Enhanced Diversified (HUF Hedged) Index ER | HUF | ER | 0% | 100% | 10% | BNPIDIHE |
| Millenium CIMB Master Series EUR ER | EUR | ER | 0% | 100% | 10% | CIMMILER |
| Cadiz Dynamic Global Opportunities Excess Return Index | EUR | ER | 0% | 100% | 10% | BNPICGOE |
| New Frontier 5 Social Europe TR | EUR | TR | 0% | 100% | 10% | BNPIN5SE |
| World of Wealth Index | RUB | ER | 0% | 300% | 8% | ENHAWWIR |
| BNP Paribas Balanced Allocation Index | EUR | TR | 0% | 100% | 7% | BNPIBAI |
| BNP Paribas Classic Allocation Index | EUR | TR | 0% | 100% | 10% | BNPICAI |
| BNP Paribas Dynamic Allocation Index | EUR | TR | 0% | 100% | 18% | BNPIDAI |
| DFL AUD22VA Index | JPY | TR | 0% | 400% | 35% | BNPIDFL6 |
| DFL JPY24VA Index | JPY | TR | 0% | 400% | 35% | BNPIDFL8 |
| BNP Paribas Multi-Asset Diversified vol 10 ER | EUR | ER | -33% | 100% | 10% | BNPIMD10 |
| BNP Paribas Multi-Asset Diversified vol 4 USD FX hedged Index | USD | ER | -33% | 100% | 4% | BNPIMD4U |

| Name | Currency | Cash Kind | Min Exposure | Max Exposure | Target Volatility | Bloomberg Code |
|---|---|---|---|---|---|---|
| BNP Paribas Multi-Asset Diversified USD FX hedged Index | USD | ER | -33% | 100% | 8% | BNPIMDUE |

7. Platinium Indices

The objective of each Index is to provide synthetic exposure to the performance of a notional basket of Index Components which are a diversified portfolio of BNP Paribas proprietary indices. Each Index Component implements an absolute return strategy, which is diversified and uncorrelated to the strategies implemented by other Index Components and each Index Component is chosen to represent a different asset class (Commodities, Volatility, Foreign Exchange and Equities, respectively). The Index Methodology is comprised of an equally weighted basket of the Index Components, with a daily adjustment. In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Volatility Target**"), or falls below the Target Volatility, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets.

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| Index Name | Currency | Cash Kind | Min Exposure | Max Exposure | Target Volatility | Bloomberg Code |
|---|---|---|---|---|---|---|
| BNP Paribas Platinium Asia Index USD ER | USD | ER | 0% | 150% | 3% | BNPIPAUE |
| Platinium EUR ER | EUR | ER | 0% | 200% | 3% | BNPITEER |
| Platinium 2 EUR ER | EUR | ER | 0% | 150% | 3% | BNPIZEER |
| Platinium USD ER | USD | ER | 0% | 200% | 3% | BNPITUER |
| Platinium 2 FX hedge PLN ER | PLN | ER | 0% | 150% | 3% | BNPIZPER |
| Platinium 2 FX hedge CZK ER | CZK | ER | 0% | 150% | 3% | BNPIZCER |
| BNP Paribas Maars Index EUR ER | EUR | ER | 0% | 100% | 5% | BNPIMAEE |
| BNP P Maars USD Index ER | USD | ER | 0% | 100% | 5% | BNPIMAUE |
| BNP Paribas Maars Fx hedged USD ER Index ER | USD | ER | 0% | 100% | 5% | BNPIMAFU |
| BNP Paribas Maars 2 EUR ER Index ER | EUR | ER | 0% | 100% | 5% | BNPIMAE2 |
| Platinium HUF ER | HUF | ER | 0% | 200% | 3% | BNPITHER |
| Platinium 3 EUR ER | EUR | ER | 0% | 150% | 3% | BNPIP3EE |
| BNP Paribas platinium 3 FX hedge USD ER | USD | ER | 0% | 150% | 3% | BNPIP3UE |
| BNP Paribas platinium 3 HUF fx-hedged Index ER | HUF | ER | 0% | 150% | 3% | BNPIP3HE |
| BNP Paribas Platinium Index Series 4 EUR ER | EUR | ER | 0% | 150% | 3% | BNPIP4EE |
| BNP Paribas Platinium 3 Extended GBP Index ER | GBP | ER | 0% | 150% | 3% | BNPIP3GX |
| BNP Paribas Platinium 3 Extended USD Index ER | USD | ER | 0% | 150% | 3% | BNPIP3EX |
| BNP Paribas Platinium Index Series 4 ER USD Hedged ER | USD | ER | 0% | 150% | 3% | BNPIP4UE |
| BNP Paribas Platinium Index Series 4 GBP Hedged ER | EUR | ER | 0% | 150% | 3% | BNPIP4GE |
| BNP Paribas Quatrum PLN hedged ER Index | PLN | ER | 0% | 150% | 3% | BNPIP3PE |
| BNP Paribas Platinium 5 USD ER | USD | ER | 0% | 100% | 4% | BNPIP5UE |

8. Harbour Indices

The objective of each Index is to provide synthetic exposure to the performance of a notional long only basket of (i) BNP Paribas custom indices based on future contracts for equity indices, bond indices and FX forward indices; and (ii) third party commodity indices, third party equity indices on real estate, and ETIs referencing emerging markets, bonds, and gold miner equities, where each such component is rebalanced daily in accordance with a proprietary allocation algorithm aimed at maximizing return for a predetermined level of risk. In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Volatility Target**"), or falls below the TargetVolatility, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets.

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| Index Name | Currency | Cash Kind | Minimum Exposure | Maximum Exposure | Volatility Target | Bloomberg Code |
|---|---|---|---|---|---|---|
| BNP Paribas Harbor vol 4 EUR Index ER | EUR | ER | 0% | 150% | 4% | BNPIH4EE |
| BNP Paribas Harbor EUR ER Index ER | EUR | ER | 0% | 300% | 8% | BNPIHBEE |
| BNP Paribas Harbourvol 4 USD Fx Hedged ER Index ER | EUR | ER | 0% | 150% | 4% | BNPIH4UE |
| BNP Paribas Harbour USD Fx Hedged ER Index ER | EUR | ER | 0% | 300% | 8% | BNPIHBUE |
| BNP Paribas Harbor US ER Index ER | EUR | ER | 0% | 300% | 5% | BNPIHBUS |
| AkbankTurkiyeGuvenliLimanEndeksi ER | TRY | ER | 0% | 400% | 10% | BNPIHBTU |

9. Flexinvest Indices

The objective of each Index is to provide a synthetic exposure to the performance of a long only dynamic basket composed of a risky asset ("**Risky Asset**"), a deleverage asset ("**Deleverage Asset**") and money market assets. The respective weights of the component are determined by the Index Calculation Agent using the relative value of the Risky Asset to a set of its moving averages, and the volatility of the Risky Asset and/or Deleverage Asset, with a daily adjustment.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

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| Index Name | Currency | Cash Kind | Risky Asset | Deleverage Asset | Bloomberg Code |
|---|---|---|---|---|---|
| Flex Invest Europe ER | EUR | ER | BNP Paribas Eurozone Equity Futures Index | BNP Paribas EUR 5Y Futures Index | BNPIFLEU |

| Index Name | Currency | Cash Kind | Risky Asset | Deleverage Asset | Bloomberg Code |
|---|---|---|---|---|---|
| Smart Trend HSCEI Excess return Index ER | USD | ER | BNP Paribas China Equity Futures Index | BNP Paribas USD 5Y Futures Index | BNPISTHK |
| Flex Invest US ER | USD | ER | BNP Paribas US Equity Futures Index | BNP Paribas USD 5Y Futures Index | BNPIFLUS |
| Flex Invest BRIC ER | USD | ER | S&P BRIC 40 NET TR | BNP Paribas USD 5Y Futures Index | BNPIFLBR |
| BNP Paribas Flex Invest BRIC (EUR hedged) ER | EUR | ER | S&P BRIC 40 NET TR | BNP Paribas USD 5Y Futures Index | BNPISHBR |
| Taunus FlexInvest Index ER | EUR | ER | BNP Paribas Eurozone Equity Futures Index | BNP Paribas USD 5Y Futures Index | BNPITSFE |
| PBS Flexinvest Asia Index ER | USD | ER | Basket of 7 Asian future indexes | BNP Paribas USD 5Y Futures Index | PBSDFLAS |
| BNP Paribas Libra Emerging Markets PLN Index ER | PLN | ER | iShares MSCI Emerging Markets Index | BNP Paribas USD 5Y Futures Index | BNPIFLEP |
| BNP Paribas Emerging Markets RAPID CZK ER Index ER | CZK | ER | iShares MSCI Emerging Markets Index | BNP Paribas USD 5Y Futures Index | BNPIFLEC |
| BNP Paribas Emerging Markets EUR ER Index ER | EUR | ER | iShares MSCI Emerging Markets Index | BNP Paribas USD 5Y Futures Index | BNPIFLEE |
| BNP Paribas Flex Invest BRIC (PLN hedged) ER | PLN | ER | S&P BRIC 40 NET TR | BNP Paribas USD 5Y Futures Index | BNPIFLBP |
| BNP Paribas Flex Invest BRIC (HUF hedged) ER | HUF | ER | S&P BRIC 40 NET TR | BNP Paribas USD 5Y Futures Index | BNPIFLBH |
| BNP Paribas Smart Trend Gold Index ER | USD | ER | Gold | n.a | BNPIFLGC |

10. Volatility Indices

The objective of the Index is to provide a positive exposure ("**Long**") or positive and negative exposure ("**Long /Short**") or short exposure ("**Short**") to volatility through instruments of different kinds ("**Instrument Kind**") that can be Future Contract ("**Future**") or Option Contract ("**Option**") or Index ("**Index**"). These instruments are linked to a reference instrument ("**Reference Instrument**").

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The Index Methodology and the Rules governing each Index shall be available on https://indices-globalmarkets/bnpparibas.com/nr/@CodeCInergy@.pdf as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

| Index Name | Currency | Cash Kind | Long or Long /Short or Short | Instrument Kind | Reference Instrument | Bloomberg Code |
|---|---|---|---|---|---|---|
| BNP Paribas Enhanced Volatility Strategy Index ER | USD | ER | Long | Future | CBOE SPX Volatility Index | BNPIVIX |
| Classical Evolution Europe EUR ER | EUR | ER | Short | Index | Euro Stoxx 50 Volatility IndexVStoxx | BNPICEEE |
| BNP Paribas Evolution Variance Euro Index ER | EUR | ER | Short | Option | DJ Euro Stoxx 50 Index | BNPIEOEE |

| Index Name | Currency | Cash Kind | Long or Long /Short or Short | Instrument Kind | Reference Instrument | Bloomberg Code |
|---|---|---|---|---|---|---|
| SMARTVOL US Series TR | USD | TR | Long | Future | CBOE SPX Volatility Index | BNPISVUS |
| BNP Paribas Enhanced Long Short Volatility Index ER | USD | ER | Long/Short | Future | CBOE SPX Volatility Index | BNPIVXLS |
| BNP Paribas Enhanced Volatility Long Short 50 Index ER | USD | ER | Long/Short | Future | CBOE SPX Volatility Index | BNPIVX50 |
| BNP Paribas Volatility Arbitrage US ER Index | USD | ER | Long/Short | Future | CBOE SPX Volatility Index | BNPIVALS |
| BNP Paribas Enhanced Medium Term Vix Futures Index | USD | ER | Long/Short | Future | CBOE SPX Volatility Index | BNPIEMTV |
| BNP Paribas Enhanced Short Term VIX Futures Index | USD | ER | Long/Short | Future | CBOE SPX Volatility Index | BNPIESTV |
| BNP Paribas Eurozone Variance Replication Jun 14 EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIERM4 |
| E_volution Advanced TR | EUR | TR | Short | Option | DJ Euro Stoxx 50 Index | BNPIEVET |
| BNP Paribas Eurozone Variance ReplicationDec 13 EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIERZ3 |
| BNP Paribas Eurozone Variance ReplicationDec 12 EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIERZ2 |
| BNP Paribas US Variance Replication Next Mar USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIURNM |
| BNP Paribas US Variance Replication First of Quarter USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIURFQ |
| BNP Paribas US Variance Replication Second of Quarter USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIURSQ |
| BNP Paribas US Variance Replication Next Sep USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIURNS |
| BNP Paribas US Variance Replication Dec 12 USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIURZ2 |
| BNP Paribas US Variance Replication Jun 13 USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIURM3 |
| BNP Paribas US Variance Replication Dec 13 USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIURZ3 |
| BNP Paribas Eurozone Variance Replication First of Quarter EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIERFQ |
| BNP Paribas Eurozone Variance Replication Second of Quarter EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIERSQ |
| BNP Paribas Eurozone Variance ReplicationNext Mar EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIERNM |
| BNP Paribas Eurozone Variance ReplicationNext Sep EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIERNS |
| BNP Paribas Eurozone Variance ReplicationDec 11 EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIERZ1 |
| BNP Paribas Eurozone Variance Replication Jun 12 EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIERM2 |
| BNP Paribas Eurozone Variance Replication Jun 13 EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIERM3 |
| BNP PARIBAS DYNAMIC ROLLING 1YATMF STRADDLE EURO ER Index ER | EUR | ER | Long/Short | Option | DJ Euro Stoxx 50 Index | BNPIDSYE |
| BNP PARIBAS DYNAMIC ROLLING 1YATMF STRADDLE US ER Index ER | USD | ER | Long/Short | Option | S&P 500 INDEX | BNPIDSYU |

| Index Name | Currency | Cash Kind | Long or Long /Short or Short | Instrument Kind | Reference Instrument | Bloomberg Code |
|---|---|---|---|---|---|---|
| BNP PARIBAS E-volution Variance Reppli US Excess Return Index ER | USD | ER | Short | Option | S&P 500 INDEX | BNPIEOUE |
| BNP PARIBAS E-volution Variance Repli EU Excess Return Index ER | EUR | ER | Short | Option | DJ Euro Stoxx 50 Index | BNPIEORE |
| BNP Paribas Eurozone Variance Replication Second of Quarter Short EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIESSQ |
| BNP Paribas Eurozone Variance Replication First of Quarter Short EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIESFQ |
| BNP Paribas Eurozone Variance Replication Next Mar Short EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIESNM |
| BNP Paribas Eurozone Variance Replication Next Sep Short EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIESNS |
| BNP Paribas Eurozone Variance ReplicationDec 11 Short EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIESZ1 |
| BNP Paribas Eurozone Variance Replication Jun 12 Short EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIESM2 |
| BNP Paribas Eurozone Variance ReplicationDec 12 Short EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIESZ2 |
| BNP Paribas Eurozone Variance Replication Jun 13 Short EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIESM3 |
| BNP Paribas Eurozone Variance ReplicationDec 13 Short EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIESZ3 |
| BNP Paribas Eurozone Variance Replication Jun 14 Short EUR TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIESM4 |
| BNP Paribas US Variance Replication Second of Quarter Short USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIUSSQ |
| BNP Paribas US Variance Replication First of Quarter Short USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIUSFQ |
| BNP Paribas US Variance Replication Next Mar Short USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIUSNM |
| BNP Paribas US Variance Replication Next Sep Short USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIUSNS |
| BNP Paribas US Variance Replication Dec 12 Short USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIUSZ2 |
| BNP Paribas US Variance Replication Jun 13 Short USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIUSM3 |
| BNP Paribas US Variance Replication Jun 14 Short USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIUSM4 |
| BNP Paribas US Variance Replication Dec 13 Short USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIUSZ3 |
| BNP Paribas US Variance Replication Jun 14 USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIURM4 |
| BNP Paribas Rolling Put Europe 3M 95 TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIRPE4 |
| BNP Paribas Rolling Put Europe 3M 100 TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIRPE3 |
| BBNP Paribas Rolling Put Europe 1Y 90 TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIRPE2 |
| BNP Paribas Rolling Put Europe 1Y 100 TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIRPE1 |
| BNP Paribas Rolling Straddles Brazil Market Index ER | BRL | ER | Long | Option | BRAZIL BOVESPA INDEX | BNPIRSBR |

| Index Name | Currency | Cash Kind | Long or Long /Short or Short | Instrument Kind | Reference Instrument | Bloomberg Code |
|---|---|---|---|---|---|---|
| BNP Paribas Rolling Straddles Emerging Market Index ER | USD | ER | Long | Option | iShares MSCI Emerging Markets Index | BNPIRSEM |
| BNP Paribas US Variance Replication Jun 12 USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIURM2 |
| BNP Paribas Europe 1Y Volatility TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPIV1EU |
| E_volution Advanced ER | EUR | ER | Short | Option | DJ Euro Stoxx 50 Index | BNPIEVEE |
| BNP Paribas Enhanced Volatility FX Hedged EUR Index TR | EUR | TR | Long | Future | CBOE SPX Volatility Index | BNPIVXET |
| BNP Paribas Inverse US Volatility Balanced Hedged in EUR TR TR | USD | TR | Short | Future | CBOE SPX Volatility Index | BNPIVXVI |
| BNP PARIBAS Rolling 1Y ATMF Straddle Euro Total Return Ask Index TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPISYEA |
| BNP PARIBAS Rolling 1Y ATMF Straddle Euro Total Return Bid Index TR | EUR | TR | Long | Option | DJ Euro Stoxx 50 Index | BNPISYEB |
| BNP PARIBAS Rolling 1Y ATMF Straddle US Total Return Ask Index TR | USD | TR | Long | Option | S&P 500 INDEX | BNPISYUA |
| BNP PARIBAS Rolling 1Y ATMF Straddle US Total Return Bid Index TR | USD | TR | Long | Option | S&P 500 INDEX | BNPISYUB |
| BNP PARIBAS E-volution Variance Repli EU Total Return Index TR | EUR | TR | Short | Option | DJ Euro Stoxx 50 Index | BNPIEORT |
| BNP PARIBAS E-Volution Variance Repli US Total Return Index TR | USD | TR | Short | Option | S&P 500 INDEX | BNPIEOUT |
| BNP Paribas US Variance Replication Jun 12 Short USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIUSM2 |
| BNP Paribas Vol Accumulator Strategy EUR TR | EUR | TR | Long/Short | Option + Future | DJ Euro Stoxx 50 Index + S&P 500 INDEX + CBOE SPX Volatility Index | BNPIVESI |
| BNP Paribas Vol Edge Term Structure Strategy index ER | EUR | ER | Long/Short | Option + Future | DJ Euro Stoxx 50 Index + S&P 500 INDEX + CBOE SPX Volatility Index | BNPIVETS |
| BNP Paribas Europe 1Y Volatility for Short TR | EUR | TR | Short | Option | DJ Euro Stoxx 50 Index | BNPIV1ES |
| BNP Paribas US 1Y Volatility TR | USD | TR | Short | Option | S&P 500 INDEX | BNPIV1UA |
| BNP Paribas US 1Y Volatility for Short TR | US | TR | Short | Option | S&P 500 INDEX | BNPIV1UB |
| BNP Paribas Vol Edge Spread Strategy EUR TR | EUR | TR | Long/Short | Option + Future | DJ Euro Stoxx 50 Index + S&P 500 INDEX + CBOE SPX Volatility Index | BNPIVES |
| BNP Paribas Euro Long Vol Strategy EUR TR | EUR | TR | Long/Short | Option | DJ Euro Stoxx 50 Index | BNPIELV |
| BNP Paribas Short European Volatility Index EUR ER ER | EUR | ER | Short | Future | VSTOXX Index | BNPISVXE |

| Index Name | Currency | Cash Kind | Long or Long /Short or Short | Instrument Kind | Reference Instrument | Bloomberg Code |
|---|---|---|---|---|---|---|
| BNP Paribas Short European Volatility Index EUR TR TR | EUR | TR | Short | Future | VSTOXX Index | BNPISVXT |
| BNP Paribas Long European Volatility Index EUR TR TR | EUR | TR | Long | Future | VSTOXX Index | BNPIVXTR |
| Inav on BNP Paribas Long European Volatility Index EUR TR TR | EUR | TR | Long | Future | VSTOXX Index | BNPIVXTI |
| BNP Paribas EU Volatility Futures 1 Index ER | EUR | ER | Long | Future | VSTOXX Index | BNPIVXX1 |
| BNP Paribas EU Volatility Futures 2 Index ER | EUR | ER | Long | Future | VSTOXX Index | BNPIVXX2 |
| BNP Paribas EU Volatility Futures 3 Index ER | EUR | ER | Long | Future | VSTOXX Index | BNPIVXX3 |
| BNP Paribas EU Volatility Futures 4 Index ER | EUR | ER | Long | Future | VSTOXX Index | BNPIVXX4 |
| BNP Paribas EU Volatility Futures 5 Index ER | EUR | ER | Long | Future | VSTOXX Index | BNPIVXX5 |
| BNP Paribas Curve Market Neutral US ER Index | USD | ER | Long/Short | Future | VIX | BNPICMNV |
| BNP Paribas Dynamic Volatility 1YATMF Euro ER Index | EUR | ER | Long/Short | Option | DJ Euro Stoxx 50 Index | BNPIDS1E |
| BNP Paribas Dynamic Volatility 1YATMF US ER Index | USD | ER | Long/Short | Option | S&P 500 INDEX | BNPIDS1U |
| BNP Paribas Enhanced Dynamic Total Volatility ER Index | USD | ER | Long/Short | Option | DJ Euro Stoxx 50 Index | BNPIEDTV |
| BNP Paribas E-volution Variance Repli EU ER USD Index | USD | ER | Long | Option | DJ Euro Stoxx 50 Index | BNPIEORU |
| BNP Paribas Europe Rolling Call Delta 20 Index | EUR | ER | Long | Option | DJ Euro Stoxx 50 Index | BNPIERCD |
| BNP Paribas Enhanced Volatility Protection ER Index | USD | ER | Long | Future | VIX | BNPIEVPO |
| BNP Paribas Volatility EU Futures Index ER | EUR | ER | Long | Future | VSTOXX Index | BNPIFVXX |
| BNP Paribas Rolling Options Eurozone Leverage 3 TR | EUR | TR | Long | Index/ Option | DJ Euro Stoxx 50 Index | BNPIROE3 |
| BNP Paribas Rolling Options Eurozone Leverage 5 TR | EUR | TR | Long/Short | Option | DJ Euro Stoxx 50 Index | BNPIROE5 |
| BNP Paribas Rolling Put UK 1Y 100 TR | GBP | TR | Long | Option | FTSE | BNPIRPU1 |
| BNP Paribas Rolling Put UK 1Y 90 TR | GBP | TR | Long | Option | FTSE | BNPIRPU2 |
| BNP Paribas Rolling Put UK 3M 100 TR | GBP | TR | Long | Option | FTSE | BNPIRPU3 |
| BNP Paribas Rolling Put UK 3M 95 TR | GBP | TR | Long | Option | FTSE | BNPIRPU4 |
| BNP Paribas US Equity & Dynamic Volatility TR Index | USD | TR | Long | Future/ Index | VIX/ S&P 500 INDEX | BNPIUEDV |
| BNP Paribas US Variance Replication Dec 14 USD TR | USD | TR | Long | Option | S&P 500 INDEX | BNPIURZ4 |
| BNP Paribas US Variance Replication Dec 14 Short USD TR | USD | TR | Short | Option | S&P 500 INDEX | BNPIUSZ4 |
| BNP Paribas World ex Japan Equity & Dynamic Volatility TR Index | USD | TR | Long | Future/ Index | VIX | BNPIWEDV |
| BNP Paribas Eurozone Variance Replication Dec 14 EUR TR | EUR | TR | Long | Option | S&P 500 INDEX | BNPIERZ4 |
| BNP Paribas Protection B25 TR Index | EUR | TR | Long/Short | Options | Eurostoxx 50 Options | BNPIPB25 |
| BNP Paribas US Volatility Dynamic Short controlled ETN | USD | TR | Short | Future | CBOE SPX Volatility Index | BNPIVMRI |
| BNP Paribas Volatility Mean Reversion US | USD | ER | Short | Future | CBOE SPX Volatility Index | BNPIVMRU |

11. Buy Write Indices: Systematic Sales of Options

The objective of each Index is either (i) to generate long-term performance similar to the Reference Instrument with lower volatility by taking a long position on the Reference Instrument while selling call options on the

Reference Instrument or a benchmark to generate regular income during bearish market phases ("**Buy Write**" strategy), either (ii) to generate income during bearish market phases by selling call options on the Reference Instrument ("**Alpha Buy Write**" strategy).

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| Index Name | Currency | Cash Kind | Reference Instrument | Strategy | Bloomberg Code |
|---|---|---|---|---|---|
| BNP Paribas Buy Write 103 JP Total Return | EUR | TR | Nikkei 225 Index | Buy-Write | BNPIBWJ3 |
| BNP Paribas Rules-Based Overwrite Index Always USD TR | EUR | TR | S&P 500 Index | Buy-Write | BNPIRBOA |
| Buy-Write Europe EUR TR | EUR | TR | DJ Euro Stoxx 50 Index | Buy-Write | BNPIBWEU |
| Buy-Write SX5E 103 EUR TR | EUR | TR | DJ Euro Stoxx 50 Index | Buy-Write | BNPIBWE4 |
| BNP PARIBAS Buy Write 103 US Total Return | EUR | TR | S&P 500 Index | Buy-Write | BNPIBWU6 |
| BNP PARIBAS ALPHA BUY WRITE 103 EUR TR INDEX | EUR | TR | DJ Euro Stoxx 50 Index | Alpha Buy-Write | BNPIAWE3 |
| BNP Paribas Alpha Buy-Write 103 USD TR Index | EUR | TR | S&P 500 Index | Alpha Buy-Write | BNPIAWU3 |
| BNP Paribas Rules-Based Overwrighting HK TR | EUR | TR | HengSeng Index | Buy-Write | BNPIRBHK |
| BNP Paribas Buy Write 98 104 JP Total Return | EUR | TR | S&P 500 Index | Buy-Write | BNPIBWJP |
| BNP Paribas Buy Write 98 104 High Div JP Total Return | EUR | TR | NIKKEI 225 INDEX | Buy-Write | BNPIBWJH |
| Rule Based Overwriting Index USD TR | EUR | TR | S&P 500 Index | Buy-Write | BNPIRBOI |
| BNP Paribas Rules-Based Overwrite Europe Index TR | EUR | TR | DJ Euro Stoxx 50 Index | Buy-Write | BNPIRBOE |
| BNP Paribas Bovespa Rule Based Overwriting Index TR | BRO | TR | BRAZIL BOVESPA STOCK IDX | Covered | BNPIIBBW |
| BNP Paribas Buy-Write 103 USD TR Index | EUR | TR | S&P 500 Index | Buy-Write | BNPIBW4U |
| BNP Paribas Maximum Income Equity Europe Index TR | EUR | TR | DJ Euro Stoxx 50 Index | Buy-Write | BNPIMIET |
| PGDF Vente de calls US 102 98 ER | EUR | ER | S&P 500 Index | Buy-Write | BNPIPGUS |
| PGDF Vente de calls Europe 102 98 ER | EUR | ER | DJ Euro Stoxx 50 Index | Buy-Write | BNPIPGEU |
| PGDF Vente de calls UK 102 98 TR | EUR | ER | FTSE100 | Buy-Write | BNPIPGUK |
| BNP PARIBAS Dynamic Call Write Leverage 3 EUR TR Index | EUR | TR | DJ Euro Stoxx 50 Index | Buy-Write | BNPICWE3 |
| BNP PARIBAS Enhanced Buy Write 1 EUR Total Return Index TR | EUR | TR | DJ Euro Stoxx 50 Index | Buy-Write | BNPIBWE1 |
| BNP Paribas Enhanced Buy Write SW Total Return Index TR | CHF | TR | SMI Index | Buy-Write | BNPIBWSW |
| BNP Paribas UK Enhanced Income Buy Write Index | GBP | TR | FTSE100 | Buy-Write | BNPIBWIK |
| BNP Paribas US Enhanced Income Buy Write Index | USD | TR | S&P 500 Index | Buy-Write | BNPIBWU7 |
| BNP Paribas Option Vector HK Index | HKD | TR | HengSeng Index | Buy-Write | BNPIOVHK |
| BNP Paribas UK Roll Call 103 Total Return TR | GBP | TR | FTSE100 | Alpha Buy-Write | BNPIRCU3 |
| BNP Paribas 103 Carry Total Return Index TR | USD | TR | S&P 500 Index | Alpha Buy-Write | BNPI4X03 |
| BNP Paribas Enhanced Buy Write 1 EUR Total Return Index TR | EUR | TR | DJ Euro Stoxx 50 Index | Buy-Write | BNPIBWEI |
| BNP Paribas 103 Carry Excess Return Index ER | USD | ER | S&P 500 Index | Alpha Buy-Write | BNPI4XE3 |

12. Alternative Strategy Indices

The objective of the Index is to provide a full long exposure to the performance of a portfolio of 'Alternative Fund Shares' Index Component applying either a precise strategy ("**mono-strategy Indices**" below) or applying various different strategies and thus offering a certain level of diversification in order to deliver its

objective of absolute returns. The calculation for the Index is based on the valuation of a dedicated account (the "**Account**"), which can be conceptualized as a portfolio of 'Alternative Fund Shares' Index Components; whereas the Index value is represented by the value of one account notional unit of the Account. The number of Index Components in the Index and the weight of each Index Component can be adjusted by the Index Calculation Agent acting in accordance with the Index Methodology and where applicable upon recommendation from an Index Determination Agent or the Index investment advisor (the "**Index Investment Advisor**"). For the avoidance of doubt, any recommendation made by the Index Investment Advisor shall strictly be made in accordance with the index composition guidelines set out in the related recommendation agreement signed by the Index Sponsor, the Index Calculation Agent and the Index Investment Advisor. The Index Calculation Agent shall advise the Index Investment Advisor whether or not it accepts such recommendation. In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds target volatility ("**Volatility Target**"), and then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**"), usually set at zero. The corresponding portion of the Index will reference money market assets. The number of Index Components in the Index and the weight of each Index Component can be adjusted regularly with a frequency usually monthly but which can be vary from daily to quarterly, depending on the strategy applied by the Index.

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| Index Name | Currency | Cash Kind | Strategy applied by Reference Instruments | Bloomberg Code |
|---|---|---|---|---|
| BNP Paribas Alternative Strategy – Credit & CB Arbitrage Index | USD | TR | Fixed Income Arbitrage, Convertible Bond Arbitrage | BNPICBA |
| BNP Paribas Alternative Strategy – Equity Long/Short Index | USD | TR | Equity Long/Short, Variable Long and Short Bias | BNPIELS |
| BNP Paribas Alternative Strategy – Equity Market Neutral Index | USD | TR | Equity Market Neutral | BNPIEMN |
| BNP Paribas Alternative Strategy – Event-Driven Index | USD | TR | Event-Driven (Merger Arbitrage, Special Situations) excl Distressed | BNPIEDN |
| BNP Paribas Alternative Strategy – Global Macro Index | USD | TR | Global Macro Systematic and Fundamental | BNPIGMA |
| BNP Paribas Alternative Strategy – CTA Managed Futures Index | USD | TR | Commodity Trading Advisors, Managed Futures | BNPICTA |

13. Optimiser Indices

The objective of each Index is to provide a long or short exposure to the performance of a specific reference instrument, usually an index (the "**Reference Instrument**"), by identifying medium or short term trends of the Reference Instrument, and based on its realized performances and realized volatilities, in order to take long or short position on the Reference Instrument, with a daily adjustment. In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that if the volatility of the Index exceeds a maximum target volatility

("**Volatility Target**") then the exposure of the Index to Reference Instrument will be reduced. The corresponding portion of the Index will reference money market assets.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on https://indices-globalmarkets/bnpparibas.com/nr/@CodeCInergy@.pdf as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

| Index Name | Currency | Cash Kind | Reference Instrument | Target volatility | Bloomberg Code |
|---|---|---|---|---|---|
| BNP Paribas Australia Optimiser Long 10 ER Index ER | AUD | ER | S&P/ASX 200 INDEX | 10% | BNPIOA10 |
| BNP Paribas Australia Optimiser Long 20 ER Index ER | AUD | ER | S&P/ASX 200 INDEX | 20% | BNPIOA20 |
| BNP Paribas China Optimiser Long 10 ER Index ER | HKD | ER | HANG SENG CHINA ENT INDX | 10% | BNPIOC10 |
| BNP Paribas China Optimiser Long 20 ER Index ER | HKD | ER | HANG SENG CHINA ENT INDX | 20% | BNPIOC20 |
| BNP Paribas Hong-Kong Optimiser Long 10 ER Index ER | HKD | ER | HANG SENG INDEX | 10% | BNPIOH10 |
| BNP Paribas Hong-Kong Optimiser Long 20 ER Index ER | HKD | ER | HANG SENG INDEX | 20% | BNPIOH20 |
| BNP Paribas India Optimiser Long 10 ER Index ER | USD | ER | NSE CNX NIFTY INDEX | 10% | BNPIOI10 |
| BNP Paribas India Optimiser Long 20 ER Index ER | USD | ER | NSE CNX NIFTY INDEX | 20% | BNPIOI20 |
| BNP Paribas Japan Optimiser Long 10 ER Index ER | JPY | ER | NIKKEI 225 | 10% | BNPIOJ10 |
| BNP Paribas Japan Optimiser Long 20 ER Index ER | JPY | ER | NIKKEI 225 | 20% | BNPIOJ20 |
| BNP Paribas Korea Optimiser Long 10 ER Index ER | KRW | ER | KOSPI 200 INDEX | 10% | BNPIOK10 |
| BNP Paribas Korea Optimiser Long 20 ER Index ER | KRW | ER | KOSPI 200 INDEX | 20% | BNPIOK20 |
| BNP Paribas Malaysia Optimiser Long 10 ER Index ER | MYR | ER | FTSE Bursa Malaysia KLCI | 10% | BNPIOM10 |
| BNP Paribas Malaysia Optimiser Long 20 ER Index ER | MYR | ER | FTSE Bursa Malaysia KLCI | 20% | BNPIOM20 |
| BNP Paribas Singapore Optimiser Long 10 ER Index ER | SGD | ER | MSCI SINGAPORE FREE | 10% | BNPIOS10 |
| BNP Paribas Singapore Optimiser Long 20 ER Index ER | SGD | ER | MSCI SINGAPORE FREE | 20% | BNPIOS20 |
| BNP Paribas Taiwan Optimiser Long 10 ER Index ER | USD | ER | MSCI TAIWAN | 10% | BNPIOT10 |
| BNP Paribas Taiwan Optimiser Long 20 ER Index ER | USD | ER | MSCI TAIWAN | 20% | BNPIOT20 |

14. Liberty Indices

The objective of each Index is to provide synthetic long or long/short exposure to the performance of a notional basket of Equity, Fund Shares, FX, Bond Rate, Money Market Rate, Index, Custom Index, Commodity, ETI or other Index Component Types. Each Series is maintained, calculated and rebalanced by the Index Calculation Agent following recommendations provided by an Index investment advisor (the "**Index Investment Advisor**") in collaboration with the Index Sponsor in accordance with the Index Methodology. The relative weights of each Index components in the Index will be recommended by a specific Index Investment Advisor. For the avoidance of doubt, any recommendation made by the Index Investment Advisor shall strictly be made in accordance the index composition guidelines set out in the related recommendation agreement signed by the Index Sponsor, the Index Calculation Agent and the Index Investment Advisor. The Index Calculation Agent shall advise the Index Investment Advisor whether or not it accepts such recommendation.

In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds the

a target volatility ("**Volatility Target**"), or falls below the TargetVolatility, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on https://indices-globalmarkets/bnpparibas.com/nr/@CodeCInergy@.pdf as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

| Index Name | Currency | Cash Kind | Index Investment Advisor | Bloomberg Code |
|---|---|---|---|---|
| BNP Paribas FundQuest Select Core Asset Vol 6 EUR ER | EUR | ER | Fund Quest | BNPIFCA6 |
| BNP Paribas Fund Quest Select Diversified Asset Vol 6 EUR Index ER | EUR | ER | Fund Quest | BNPIFDA6 |
| BPI-Philam Asia Growth Index ER | PHP | ER | BPI-Philam | ENHABAGI |
| Philam Life Philippine Equity ER Index | USD | ER | BPI-Philam | ENHAPPEI |
| BPI-Philam Philippine Growth Index ER | USD | ER | BPI-Philam | ENHABPGI |
| Fortis Investment Sigma Best Selection World EU PR | EUR | PR | BNP Paribas IP | FISBSWEP |
| KIT Fortis Dynamic Index USD TR | USD | TR | BNP Paribas IP | BNPIKFDU |
| Mutuelle Generale vol 8 Index ER EUR | EUR | ER | Mutuelle Generale | BNPIMG8E |
| PULSAR ABSOLUTE PROTECT EUR TR Index | EUR | TR | Plenum | PLENCPUT |
| Sigma SRI World V10 Index EUR PR | EUR | PR | BNP Paribas IP | BIPSSW1P |
| UOB Asset Management Multi-Asset Absolute Return Strategy 10 ER | USD | ER | UOB | BNPIMA10 |
| Cardif Liberty Action EUR ER Index | EUR | ER | Cardif | BNPICDLA |
| Cardif Liberty Taux EUR ER Index | EUR | ER | Cardif | BNPICDLT |
| Noble Funds Global Perspective Index | PLN | ER | Noble Funds | ENHANFGP |
| EFG AM Optimized Income Strategy | USD | ER | Mutual Fund | ENHAEFIS |
| BPI-Philam Asia Growth 2 Index ER | PHP | ER | BPI-Philam | ENHABAG2 |
| Phil-China Equity Index USD | USD | ER | BPI-Philam | ENHAPHCE |
| Flexible Vol Max 4.5 | EUR | TR | Lazard Frères Gestion | ENHALFVM |
| Cardif Liberty Rolling Put EUR TR Index | EUR | TR | Cardif | BNPICDLP |
| BNP Paribas AL-4U Index | EUR | TR | BNP Paribas Wealth Management | BNPIAL4U |
| BNP Paribas AL-4U Index ER | EUR | ER | BNP Paribas Wealth Management | BNPIEV4U |
| Flexible Vol Max 7.5 | EUR | TR | Lazard Frères Gestion | ENHALFV2 |
| Newcits Funds Index | EUR | ER | KBL European Private Bankers S.A. | ENHAKBLE |
| E-cerTiFicates Index | EUR | TR | None | BNPIECTF |
| BNP Paribas Global Fund Composite Index | EUR | TR | Banca Popolare di | BNPIGFCI |

| Index Name | Currency | Cash Kind | Index Investment Advisor | Bloomberg Code |
|---|---|---|---|---|
| | | | Milano S.c.a.r.l. | |
| BNP New Technology TR | USD | TR | None | BNPINTTU |

15. Alternative Synthetic Tracker Indices

The objective of the Index is to provide synthetic exposure to the performance of a notional basket of various Index Component Types which are rebalanced on a regular basis with the objective of replicating a long or short position in the global hedge fund industry. The index aims at tracking this exposure by using a dynamic allocation between liquid major market indices. The Hedge Funds industry performance will be represented by a benchmark and the objective of the index will be to minimize the expected tracking error versus this benchmark. To do so the index will be rebalanced on a monthly basis between liquid indices representative of the global markets. The rebalancing will be conducted based on a "tracking" algorithm which aims at optimizing the long replication of the benchmark on an "ex ante" basis.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on https://indices-globalmarkets/bnpparibas.com/nr/@CodeCInergy@.pdf as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

| Name | Currency | Cash Kind | Bloomberg Code |
|---|---|---|---|
| BNP Paribas Alternative Synthetic Short Tracker EUR Excess Return Index | EUR | ER | BNPIASRE |
| BNP Paribas Alternative Synthetic Short Tracker EUR Total Return Index | EUR | TR | BNPIASET |
| BNP Paribas Alternative Synthetic Short Tracker Excess Return Index | USD | ER | BNPIASDE |
| BNP Paribas Alternative Synthetic Tracker (ALSSTAR) Index TR | USD | TR | BNPIAS |
| BNP Paribas Alternative Synthetic Tracker (ALSTAR) Index TR | USD | TR | BNPIAT |
| BNP PAribas Alternative Synthetic Tracker EUR Index TR | EUR | TR | BNPIATET |
| BNP Paribas Alternative Synthetic Tracker Excess Return Index | USD | ER | BNPIATUE |
| BNP Paribas Alternative Synthetic Tracker Isovol EUR Total Return Index | EUR | TR | BNPIATEI |

16. Daily Weekly Indices

The objective of each Index (Dynamic or Fixed) is to monetize the mean reversion of returns of equity futures (the **BNPIFEU Index**) on a specific index ("**Reference Index**"). This can be achieved by buying the volatility computed using daily returns while selling the volatility computed using weekly returns. Indeed, when consecutive daily returns of the BNPIFEU Index are all positive (or negative), the daily volatility will be lower than weekly volatility. But when daily returns are mean reverting (some positive and some negative), the daily volatility will be greater than the weekly volatility.

The ER Index is synthetically systematically getting long realized volatility computed with daily returns and short realized volatility computed with weekly returns through delta replication. Delta is rescaled by a "Fixed" or "Dynamic" volatility. The exposure to the Reference Index will be subject to a maximum exposure of 200% and a minimum exposure of -200%.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on https://indices-globalmarkets/bnpparibas.com/nr/@CodeCInergy@.pdf as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

| Index Name | Currency | Cash Kind | Reference Index | Fixed/Dynamic | Bloomberg Code |
|---|---|---|---|---|---|
| BNP Paribas Mean Reverting Daily Weekly Europe Strategy (dynamic rescale) ER | EUR | ER | Euro Stoxx 50 | Dynamic | BNPIDWED |
| BNP Paribas Mean Reverting Daily Weekly Europe Strategy (fixed rescale) ER | EUR | ER | Euro Stoxx 50 | Fixed | BNPIDWEF |
| BNP Paribas Mean Reverting Daily Weekly Europe Strategy (fixed rescale) TR | EUR | ER | Euro Stoxx 50 | Fixed | BNPIDTEF |
| BNP Paribas Mean Reverting Daily Weekly Japan Strategy (dynamic rescale) ER | JPY | ER | Nikkei 225 Index | Dynamic | BNPIDWJD |
| BNP Paribas Mean Reverting Daily Weekly Japan Strategy (fixed rescale) ER | JPY | ER | Nikkei 225 Index | Fixed | BNPIDWJF |
| BNP Paribas Mean Reverting Daily Weekly US Strategy (dynamic rescale) ER | USD | ER | S&P 500 Index | Dynamic | BNPIDWUD |
| BNP Paribas Mean Reverting Daily Weekly Europe Strategy (dynamic rescale) ER | EUR | ER | Euro Stoxx 50 | Dynamic | BNPIDWED |

17. Commodity Indices

Each Index is calculated, maintained, and published by the entity specified in the tables below (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on https://indices-globalmarkets/bnpparibas.com/nr/@CodeCInergy@.pdf as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

17.1 Oscillator Indices

The Oscillator indices are a family of commodity indices, each comprised of commodity mono-indices, whose objective is to provide exposure to a diversified basket of up to 19 commodities. A so-called 'momentum' strategy is employed, which means that the strength of the price of each commodity compared to the market as a whole is taken into account when determining the daily weight of each commodity mono-index of which the index is comprised. Exposure to the commodity mono-indices is achieved by holding hedge positions in the futures contracts of which the mono-indices are comprised. When each futures contract is due to expire, a dynamic roll-mechanism is used to determine the optimum futures contract to roll the hedge to, reducing the potentially negative effect on the value of the index of rolling futures contracts due to expire.

In order to ensure that no index becomes too highly concentrated in one commodity, the maximum weight of each commodity is 20%. In addition, the weighting of the indices in petroleum components (Brent and WTI crude oil, heating oil, unleaded gasoline and gasoil) is limited to 35% in aggregate. Where indicated below, the index is protected from large rises and falls in value by the use of a volatility control mechanism, which reduces the effect of volatility by lowering the exposure of the index to the commodity mono-indices when

volatility exceeds a predefined level and, conversely, increasing the exposure of the index to the commodity mono-indices when volatility falls below a predefined level.

| Index Name | Currency | Cash Kind | Index Component | Volatility Control | Index Calculation Agent | Bloomberg Code |
|---|---|---|---|---|---|---|
| BNP Paribas Oscillator Commodities ER Core Index | USD | ER | Basket of S&P GSCI Dynamic Roll Commodity Mono-Indices | N/A | Markit | BNPMOCCE |
| BNP Paribas Oscillator Commodities ER Index | USD | ER | Basket of Diapason Commodities Mono-Indices | 11% | BNP Paribas | BNPIOSCE |
| BNP Paribas Oscillator Commodities TR Index | USD | TR | Basket of Diapason Commodities Mono-Indices | 11% | BNP Paribas | BNPIOSCT |
| BNP Paribas Oscillator Commodities EUR Hedged ER Index | EUR | ER | Basket of Diapason Commodities Mono-Indices | 11% | BNP Paribas | BNPIOSEE |

17.2 BNP Paribas Alpha Curve DR Index

The objective of the BNP Paribas Alpha Curve DR Index is to capture the outperformance of an investment in various S&P GSCI Dynamic Roll Indices versus an investment in the Dow Jones-UBS ex Precious Metals Commodity index by providing (i) long exposure to an enhanced index, comprised of a basket of the Dow Jones-UBS Soybean Oil Index and various S&P GSCI Dynamic Roll Indices and (ii) short exposure to the Dow Jones – UBS ex-Precious Metals Commodity Index. The target weights of the index components of the enhanced index are derived from the weight of each commodity comprised in the Dow Jones-UBS Commodity ex-Precious Metals Index and are adjusted on a yearly basis to maintain the target weighting. If, on any day on which the index is calculated, the weight of any such commodity is observed to be greater than 20% of the enhanced index or the weighting of the enhanced index to the petroleum sector (Brent and WTI crude oil, heating oil, unleaded gasoline and gasoil) or soybean sector (soybeans and soybean oil) is greater than 35% each, an additional reweighting of the enhanced index will be performed. This mechanism is designed to ensure that the index does not become too highly concentrated in any single commodity, or in the petroleum or soybean sectors. The number of index components in the enhanced index may be adjusted on a yearly basis, following any adjustment of the composition of the Dow Jones-UBS ex-Precious Metals Commodity Index.

| Index Name | Currency | Cash Kind | Reference Index | Index Calculation Agent | Bloomberg Code |
|---|---|---|---|---|---|
| BNP Paribas Alpha Curve DR Index | USD | Cash Less | Dow Jones – UBS Commodity ex-Precious Metals Index | Structured Solutions AG | BNPIDRAC |

17.3 BNP Paribas Alpha Backwardation Index

The objective of the BNP Paribas Alpha Backwardation Index is to capture the outperformance of the commodities whose prices are the mostbackwardated by comparison to the commodity market as a whole. The index generates returns by taking long positions in the most backwardated commodities and short positions in the least backwardated commodities comprised in the Dow Jones-UBS Commodity Index, investing in various Dow Jones-UBS Mono Indices to do so. The index allocation is determined from (i) daily monitoring of the forward curve shape of each commodity comprised in the Dow Jones-UBS Commodity Index and (ii) the weight of each such commodity. The target weights of the index components are calculated on a daily basis and are based on the relative degree of backwardation or contango of such index component. The maximum weight of any such commodity is 20% of the index (whether long or short) and the weighting of

the index to the petroleum sector (Brent and WTI crude oil, heating oil, unleaded gasoline and gasoil) or soybean sector (soybeans and soybean oil) may not exceed 35% each. The number of index components may be adjusted on a yearly basis, following any adjustment of the composition of the Dow Jones-UBS Commodity Index.

| Index Name | Currency | Cash Kind | Reference Index | Index Calculation Agent | Bloomberg Code |
|---|---|---|---|---|---|
| BNP Paribas Alpha Backwardation Index | USD | Cash Less | Dow Jones – UBS Commodity Index | Structured Solutions AG | BNPIF3AB |

17.4 BNP Paribas Alpha Momentum Index

The objective of the BNP Paribas Alpha Momentum Index is to capture the outperformance of the recent best-performing commodities comprised in the Dow Jones-UBS Commodity Index. Commodities which have underperformed the market are weighted negatively, while commodities which have outperformed the market are weighted positively, the weight of each commodity being proportional to its weight in the Dow Jones-UBS Commodity Index. The weights of each index component are calculated on a daily basis and the maximum weight of any such commodity is 20% of the index (whether long or short) and the weighting of the index to the petroleum sector (Brent and WTI crude oil, heating oil, unleaded gasoline and gasoil) or soybean sector (soybeans and soybean oil) may not exceed 35% each (whether long or short). The number of index components may be adjusted on a yearly basis, following any adjustment of the composition of the Dow Jones-UBS Commodity Index.

| Index Name | Currency | Cash Kind | Reference Index | Index Calculation Agent | Bloomberg Code |
|---|---|---|---|---|---|
| BNP Paribas Alpha Momentum Index | USD | Cash Less | Dow Jones – UBS Commodity Index | Structured Solutions AG | BNPIF3AM |

17.5 BNP Paribas Strategy B51 Index

The objective of the BNP Paribas Strategy B51 Index is to provide exposure to the commodity market enhanced by i) optimised investment in futures contracts determined according to the forward curve of the relevant commodity and ii) optimal allocation methodology based on price trends and forward curve shape observations. The index allocation is computed on a daily basis: weights of commodities that have recently outperformed the market or that present the most backwardated forward curves are increased, while weights of commodities that have recently underperformed the market or that present the least backwardated forward curves are decreased. The exposure is achieved through S&P GSCI Dynamic Roll indices, indices which are themselves invested in future contracts and which use a dynamic roll mechanism, taking into account the shape of the forward curve for the relevant commodity, to reduce the potentially negative effect of rolling futures contracts due to expire on the value of the index. The maximum weight of each commodity is 20% of the index and the weighting of the index to the petroleum sector (Brent and WTI crude oil, heating oil, unleaded gasoline and gasoil), soybean sector (soybeans, soybean meal and soybean oil) and wheat sector (wheat, Kansas wheat) may not exceed 35% each. The number of index components may be adjusted on a yearly basis, following any adjustment of the composition of the Dow Jones-UBS Commodity Index.

| Index Name | Currency | Cash Kind | Reference Index | Index Calculation Agent | Bloomberg Code |
|---|---|---|---|---|---|
| BNP Paribas Strategy B51 Index | USD | Cash Less | Dow Jones – UBS Commodity Index | Structured Solutions AG | BNPIB51P |

17.6 BNP Paribas Strategy DR EW Index

The objective of the BNP Paribas Strategy DR EW Index is to provide a broad and UCITS compliant exposure to the commodity market, through investment in 22 commodities. The index tracks the performance of an equally weighted basket of commodities, whose weights are reset to their initial level once a year, during the annual rebalancing of the Reference Index. The exposure to each commodity is achieved mainly through S&P GSCI Dynamic Roll indices, indices which are themselves invested in future contracts and which use a dynamic roll mechanism, taking into account the shape of the forward curve for the relevant commodity, to reduce the potentially negative effect of rolling futures contracts due to expire on the value of the index. Exposure to Gold and Silver is achieved through the excess return versions of the relevant S&P mono-indices. To ensure UCITS constraints are respected, the maximum weight of each commodity is set at 20% of the index and the weighting of the index to the petroleum sector (Brent and WTI crude oil, heating oil, unleaded gasoline and gasoil) may not exceed 35%, while the weighting of the index to the soybean sector (soybeans, soybean meal and soybean oil) and wheat sector (wheat, Kansas wheat) may not exceed 20% each.

| **Index Name** | **Currency** | **Cash Kind** | **Reference Index** | **Index Calculation Agent** | **Bloomberg Code** |
|---|---|---|---|---|---|
| BNP Paribas Strategy DR EW Index | USD | Cash Less | Dow Jones – UBS Commodity Index | Standard and Poor's | BNPIDREW |

17.7 BNP Paribas Strategy C51 Index

The objective of the BNP Paribas Strategy C51 Index is to provide broad and UCITS compliant exposure to the commodity market enhanced by optimised investment in futures contracts, determined according to the forward curve of the relevant commodity. The exposure to each commodity is achieved mainly through S&P GSCI Dynamic Roll indices, indices which are themselves invested in future contracts and which use a dynamic roll mechanism, taking into account the shape of the forward curve for the relevant commodity, to reduce the potentially negative effect of rolling futures contracts due to expire on the value of the index. Exposure to Gold and Silver is achieved through the excess return versions of the relevant S&P mono-indices. Exposure to Soybean Oil and Soybean Meal is achieved through the excess return versions of the relevant Dow Jones-UBS mono-indices. The maximum weight of each commodity is set at 20% of the index and the weighting of the index to the petroleum sector (Brent and WTI crude oil, heating oil, unleaded gasoline and gasoil) may not exceed 35%, while the weighting of the index to the soybean sector (soybeans, soybean meal and soybean oil) and wheat sector (wheat, Kansas wheat) may not exceed 20% each. The number of index components may be adjusted on a yearly basis, following any adjustment of the composition of the Dow Jones-UBS Commodity Index.

| Index Name | Currency | Cash Kind | Reference Index | Index Calculation Agent | Bloomberg Code |
|---|---|---|---|---|---|
| BNP Paribas Strategy C51 Index | USD | Cash Less | Dow Jones – UBS Commodity Index | Standard and Poor's | BNPIC51P |

17.8 BNP Paribas Backwardation Momentum DR Indices

The objective of the BNP Paribas Backwardation Momentum DR Alpha Index is to capture the return of a portfolio having a long position in an optimised basket of commodities and a short position in the DJUBS Commodity Index. The optimised basket is comprised of the same commodities as the DJUBS Commodity Index, but exposure to each commodity is made through investment in S&P Dynamic Roll Indices. The weight of each commodity in the optimised basket is computed on a daily basis following a momentum mechanism that increases the weights of commodity which have recently outperformed the market, and a backwardation

mechanism that increases the weights of commodity presenting the most downward sloping forward curves. The final weight of each commodity is always proportional to weight of the relevant commodity in the DJUBS Commodity Index. The S&P Dynamic Roll indices are calculated and sponsored by S&P and aim at limiting the impact of rolling futures contracts along the forward curve.

The BNP Paribas Backwardation Momentum DR Alpha 5% RUB Hedged Index is a 5% volatility controlled index and RUB-hedged version of the BNP Paribas Backwardation Momentum DR Alpha Index (the "Reference Index"). A 5% volatility control mechanism is added to the Reference Index with the aim of maintaining volatility at a level close to 5%. The volatility control mechanism is realised by decreasing the exposure of the Reference Index to the portfolio when the portfolio volatility is increasing and increasing the exposure of the Reference Index to the portfolio when the portfolio volatility is decreasing. Finally, a foreign exchange hedge is added to the Reference Index to ensure the effect of movements of RUBUSD FX rate on the index performance is limited.

| Index Name | Currency | Cash Kind | Reference Index | Index Calculation Agent | Bloomberg Code |
|---|---|---|---|---|---|
| BNP Paribas Backwardation Momentum DR Alpha Index | USD | Cash Less | Dow Jones – UBS Commodity Index | BNP Paribas | BNPIBMDA |
| BNP Paribas Backwardation Momentum DR Alpha 5% RUB Hedged Index | RUB | Cash Less | BNP Paribas Backwardation Momentum DR Alpha Index | BNP Paribas | BNPIBA5R |

17.9 BNP Paribas Short ER and TR Indices

The objective of the BNP Paribas Short ER and TR Indices is to provide short exposure to the associated Reference Index on either an excess or total return basis. The Indices contain an automatic rebalancing method, which rebalances each Index if the performance of the Reference Index, measured from the immediately preceding Automatic Index Rebalancing Date or the Index Start Date (where no Automatic Index Rebalancing Date has occurred), is greater than 65%.

| Index Name | Currency | Cash Kind | Reference Index | Index Calculation Agent | Bloomberg Code |
|---|---|---|---|---|---|
| BNP Paribas Short Copper ER Index | USD | Excess Return | S&P GSCI Copper Official Close Index | BNP Paribas | BNPISLPE |
| BNP Paribas Short Copper TR Index | As above | Total Return | As above | As above | BNPISLPT |
| BNP Paribas Short Crude Oil ER Index | As above | Excess Return | S&P GSCI Crude Oil Official Close Index | As above | BNPISCOE |
| BNP Paribas Short Crude Oil TR Index | As above | Total Return | As above | As above | BNPISCOT |

## CONNECTED THIRD PARTY INDICES

In respect of any Index which is specified in the applicable Final Terms to be a Connected Third Party Index:

(a) the complete rules governing such Index and information about its performance are freely accessible on the relevant Issuer's or the relevant index provider's website; and

(b) the governing rules of such Index (including the methodology for the selection and re-balancing of the components of the Index, description of market disruption events and adjustment rules (if any)) are based on pre-determined and objective criteria.

Where:

"**Connected Third Party Index**" means any Index provided by a legal entity or natural person acting in association with, or on behalf of, the Issuer and is specified as such in the applicable Final Terms.

## FORM OF THE BNPP GUARANTEE FOR NOTES

**THIS DEED OF GUARANTEE** is made on 9 June 2015 by BNP Paribas ("**BNPP**") in favour of the Noteholders and the Accountholders (each as defined below) (together, the "**Beneficiaries**").

**WHEREAS:**

(A) BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**"), BNPP, BNP Paribas Fortis Funding and BGL BNP Paribas have established a Note, Warrant and Certificate Programme (the "**Programme**"). BNPP has authorised the giving of its irrevocable guarantee in relation to the notes issued by BNPP B.V under the Programme (the "**Notes**").

(B) BNPP and BNPP B.V. have, in relation to the notes issued under the Programme, entered into an Note Agency Agreement (the "**Agency Agreement**", which expression includes the same as it may be amended, supplemented or restated from time to time) dated on or around 9 June 2015 between, *inter alios*, BNPP B.V., BNPP, BNP Paribas Securities Services, Luxembourg Branch as agent and BNP Paribas Arbitrage S.N.C. as calculation agent.

(C) BNPP, and BNPP B.V have, *inter alia*, in relation to the notes issued under the Programme, executed a deed of covenant (as amended, supplemented and/or restated from time to time, the "**Deed of Covenant**").

(D) BNPP has agreed to irrevocably guarantee the payment and delivery obligations from time to time of BNPP B.V. in respect of the Notes and under the Deed of Covenant.

(E) In respect of all Notes issued on or after the date of this Guarantee, this Guarantee replaces the guarantee dated 5 June 2014 granted by the Guarantor in respect of Notes issued under the Programme.

**NOW THIS DEED WITNESSES** as follows:

**1. Definitions and Interpretation**

"**Accountholder**" means any accountholder or participant with a Clearing System which at the Relevant Date has credited to its securities account with such Clearing System one or more entries in respect of a Global Note issued by BNPP B.V., except for any Clearing System in its capacity as an accountholder of another Clearing System;

"**Clearing System**" means each of Euroclear and Clearstream, Luxembourg, and any other Clearing System specified in the relevant Final Terms;

"**Direct Rights**" means the rights referred to in Clause 2 of the Deed of Covenant;

"**Noteholder**" means, in relation to any Note, at any time the person who is the bearer of such Note;

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

"**Relevant Date**" means, in relation to the payment of any sum or delivery of assets expressed to be payable or deliverable by BNPP B.V. in respect of a Note, whichever is the later of:

(a) the date on which the payment or delivery in question first become due; and

(b) if the full amount payable or deliverable has not been received by the Agent on or prior to such date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders.

Terms defined in the Terms and Conditions of the Notes, as amended by the applicable Final Terms (the "**Conditions**") and/or the Agency Agreement and not otherwise defined in this Deed of Guarantee shall have the same meanings when used in this Guarantee.

Any reference in this Deed of Guarantee to

(i) any obligation or payment under or in respect of the Notes shall be construed to include a reference to any obligation or payment under or pursuant to Clause 2 of the Deed of Covenant; and

(ii) any obligation of, or sums or amounts payable by, BNPP B.V. shall be construed to refer to:

(A) (in the event of a bail-in of BNPP B.V.), such obligations, sums and/or amounts as reduced or otherwise modified from time to time resulting from the application of a bail-in by any relevant authority; or

(B) (in the event of a bail-in of BNPP), such obligations, sums and/or amounts as reduced by reference to, and in the same proportion as, any such reduction or modification applied to securities issued by BNPP following the application of a bail-in of BNPP by any relevant authority.

**2. Guarantee**

Subject as provided below, BNPP hereby irrevocably and unconditionally guarantees:

(a) to each Noteholder the due and punctual payment of all sums from time to time payable or performance of any other obligation by BNPP B.V. in respect of the Notes on the date specified for such payment or performance and accordingly undertakes to either (i) pay to such Noteholder, forthwith upon the demand of such Noteholder and in the manner and currency prescribed by the Conditions for payments by BNPP B.V. in respect of the Notes, any and every sum or sums which BNPP B.V. is at any time liable to pay in respect of the Notes and which BNPP B.V. has failed to pay or (ii) perform such other obligation for the benefit of such Noteholder which BNPP B.V. has failed to perform on the due date for such performance after a demand has been made on BNPP pursuant to Clause 10 hereof; and

(b) to each Accountholder the due and punctual payment of all sums from time to time payable or performance of any other obligation by BNPP B.V. in respect of the Direct Rights on the date specified for such payment or performance and accordingly undertakes to either (i) pay to such Accountholder, forthwith upon the demand of such Accountholder and in the manner and currency prescribed by the Conditions for payments by BNPP B.V. in respect of the Notes, any and every sum or sums which BNPP B.V. is at any time liable to pay in respect of the Notes and which BNPP B.V. has failed to pay or (ii) perform such other obligation for the benefit of the Accountholder which BNPP B.V. has failed to perform on the due date for such performance after a demand has been made on BNPP pursuant to Clause 10 hereof,

PROVIDED THAT in the case of Notes (other than Credit Notes) where the obligations of BNPP B.V. which fall to be satisfied by BNPP constitute the delivery of the Entitlement if in the opinion of BNPP such delivery is not practicable by reason of (x) a Settlement Disruption Event (as defined in Condition 4(b)(i)(E)) or (y) if "Failure to Deliver due to Illiquidity" is specified as applying in the applicable Final Terms, a Failure to Deliver due to Illiquidity (as defined in Condition 4(b)(i)(F)), in lieu of such delivery BNPP will make payment in respect of each such Note of, in the case of (x) above, the Disruption Cash Redemption Amount (as defined in Condition 4(b)(i)(E)) or in the case of (y) above, the Failure to Deliver Redemption Amount (as defined in Condition 4(b)(i)(F)). Any payment of the Disruption Cash Redemption Amount or the Failure to

Deliver Redemption Amount, as the case may be, in respect of a Note shall constitute a complete discharge of BNPP's obligations in respect of the delivery of the Relevant Assets affected by the Settlement Disruption Event or Failure to Deliver due to Illiquidity, as the case may be.

**3. Taxation**

Unless the applicable Final Terms specify that Condition 6.4 is applicable to the Notes, the Guarantor covenants in favour of each Noteholder that it will duly perform and comply with the obligations expressed to be undertaken by it in Condition 6.1. In particular, if in respect of any payment to be made under this Deed of Guarantee, any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature is payable, the Guarantor shall pay the additional amounts referred to in Condition 6.1, all subject to and in accordance with the provisions of Condition 6.1.

**4. BNPP as Principal Obligor**

As between BNPP and each Beneficiary but without affecting BNPP B.V.'s obligations, BNPP will be liable under this Deed of Guarantee as if it were the sole principal obligor and not merely a surety. Accordingly, it will not be discharged, nor will its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal obligor (including (1) any time, indulgence, waiver or consent at any time given to BNPP B.V. or any other person, (2) any amendment to any of the Conditions or to any security or other guarantee or indemnity, (3) the making or absence of any demand on BNPP B.V. or any other person for payment or performance of any other obligation in respect of any Note, (4) the enforcement or absence of enforcement of any Note or of any security or other guarantee or indemnity, (5) the release of any such security, guarantee or indemnity, (6) the dissolution, amalgamation, reconstruction or reorganisation of BNPP B.V. or any other person, or (7) the illegality, invalidity or unenforceability of or any defect in any provision of the Conditions, the Agency Agreement or any of BNPP B.V.'s obligations under any of them).

**5. BNPP's Obligations Continuing**

BNPP's obligations under this Deed of Guarantee are and will remain in full force and effect by way of continuing security until no sum remains payable and no other obligation remains to be performed under any Note. Furthermore, those obligations of BNPP are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of any person, whether from BNPP or otherwise. BNPP irrevocably waives all notices and demands of any kind.

**6. Discharge by BNPP B.V.**

If any payment received by, or other obligation discharged to or to the order of, any Noteholder is, on the subsequent bankruptcy or insolvency of BNPP B.V., avoided under any laws relating to bankruptcy or insolvency, such payment or obligation will not be considered as having discharged or diminished the liability of BNPP and this Deed of Guarantee will continue to apply as if such payment or obligation had at all times remained owing due by BNPP B.V.

**7. Indemnity**

As a separate and alternative stipulation, BNPP unconditionally and irrevocably agrees:

(a) that any sum or obligation which, although expressed to be payable or deliverable under the Notes, is for any reason (whether or not now existing and whether or not now known or becoming known to BNPP B.V., BNPP or any Noteholder) not recoverable from BNPP on the basis of a guarantee will nevertheless be recoverable from it as if it were the sole principal obligor and will be paid or performed by it in favour of the Noteholder on demand; and

(b) as a primary obligation to indemnify each Beneficiary against any loss suffered by it as a result of any sum or obligation expressed to be payable or deliverable under the Notes not being paid or performed by the time, on the date and otherwise in the manner specified in the Notes or any obligation of BNPP B.V. under the Notes being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not known or becoming known to BNPP B.V., BNPP or any Beneficiary), in the case of a payment obligation the amount of that loss being the amount expressed to be payable by BNPP B.V. in respect of the relevant sum,

PROVIDED THAT the proviso to Clause 2 of this Guarantee shall apply mutatis mutandis to this Clause 7.

**8. Incorporation of Terms**

BNPP agrees that it shall comply with and be bound by those provisions contained in the Conditions which relate to it.

**9. Deposit of Guarantee**

This Deed of Guarantee shall be deposited with and held by BNP Paribas Securities Services, Luxembourg for the benefit of the Beneficiaries.

**10. Demand on BNPP**

Any demand hereunder shall be given in writing addressed to BNPP served at its office at CIB Legal, 3 rue Taitbout, 75009 Paris, France. A demand so made shall be deemed to have been duly made five Paris Business Days (as used herein, "**Paris Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in Paris) after the day it was served or if it was served on a day that was not a Paris Business Day or after 5.30 p.m. (Paris time) on any day, the demand shall be deemed to be duly made five Paris Business Days after the Paris Business Day immediately following such day.

**11. Governing law**

This Deed of Guarantee and any non-contractual obligations arising out of or in connection herewith shall be governed by and construed in accordance with English law.

**12. Jurisdiction**

The courts of England shall have jurisdiction to settle any disputes which may, directly or indirectly, arise out of or in connection with this Guarantee including a dispute relating to any non-contractual obligations arising out of or in connection herewith.

**13. Service of Process**

BNPP agrees that service of process in England may be made on it at its London branch. Nothing in this Deed of Guarantee shall affect the right to serve process in any other manner permitted by law.

**14. Contracts (Rights of Third Parties) Act 1999**

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

Executed as a Deed

By BNP PARIBAS )

acting by )
acting under the authority )
of that company )

**IN WITNESS** whereof this Deed of Guarantee has been executed and delivered by

BNP Paribas as a deed on the date first above-mentioned.

Witness's signature:

Name:

Address:

## FORM OF THE BNPP ENGLISH LAW GUARANTEE FOR UNSECURED W&C SECURITIES

**THIS GUARANTEE** is made by way of deed on 9 June 2015 by BNP Paribas ("**BNPP**") in favour of the holders for the time being of the Securities (as defined below) (each a "**Holder**").

**WHEREAS:**

BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**"), BNPP, BNP Paribas Fortis Funding and BGL BNP Paribas have established a Note, Warrant and Certificate Programme (the "**Programme**") under which, *inter alia*, BNPP B.V. may from time to time issue, *inter alia*, unsecured warrants and certificates governed by English law (the "**Securities**") and secured warrants and certificates governed by English law (the "**Secured Securities**") of any kind including, but not limited to, warrants and certificates relating to a specified index or a basket of indices, a specified share, preference share, GDR or ADR or a basket of shares, GDRs and/or ADRs, a specified interest in an exchange traded instrument or basket of interests in exchange traded instruments, a specified debt instrument or basket of debt instruments, a specified debt futures or debt options contract or basket of debt futures or debt options contracts, a specified commodity or commodity index or basket of commodities and/or commodity indices, a specified inflation index or basket of inflation indices, a specified currency or basket of currencies, a specified fund share or unit or basket of fund shares or units, a specified underlying interest rate or basket of underlying interest rates or Credit Securities. In respect of Securities, BNPP B.V. will not grant any security interest in favour of the relevant Holders. In respect of Secured Securities, BNPP B.V. will grant a security interest over assets held in accounts with the Custodian in favour of the Collateral Agent on behalf of itself and the relevant Holders. BNPP intends to guarantee the obligations of BNPP B.V. under the Securities.

The Securities may be issued pursuant to (a) an Amended and Restated Agency Agreement (the "**Agency Agreement**", which expression includes the same as it may be amended, supplemented or restated from time to time) dated on or around 9 June 2015 between, *inter alia*, BNPP B.V., BNPP, BNP Paribas Securities Services, Luxembourg Branch as agent and BNP Paribas Arbitrage S.N.C. as calculation agent or (b) any other agency or analogous agreement entered into by BNPP, BNPP B.V. and/or the other Issuers from time to time.

Terms defined in the Terms and Conditions of the W&C Securities, as amended and/or supplemented by the applicable Final Terms (the "**Conditions**") and not otherwise defined in this Deed of Guarantee shall have the same meanings when used in this Guarantee.

Any reference in this Guarantee to any obligation or sums or amounts payable under or in respect of the Securities by BNPP B.V. shall be construed to refer to (if applicable):

(a) (in the event of a bail-in of BNPP B.V.), such obligations, sums and/or amounts as reduced or otherwise modified from time to time resulting from the application of a bail-in of BNPP B.V. by any relevant authority; or

(b) (in the event of a bail-in of BNPP), such obligations, sums and/or amounts as reduced by reference to, and in the same proportion as, any such reduction or modification applied to securities issued by BNPP following the application of a bail-in of BNPP by any relevant authority.

In respect of all Securities issued on or after the date of this Guarantee, this Guarantee replaces the guarantee dated 5 June 2014 granted by the Guarantor in respect of Securities issued under the Programme.

**NOW THIS DEED WITNESSES** as follows:

**1. Guarantee**

Subject as provided below, BNPP unconditionally and irrevocably guarantees by way of deed poll to each Holder that, if for any reason BNPP B.V. does not pay any sum payable by it or perform any other obligation in respect of any Security on the date specified for such payment or performance BNPP will, in accordance with the Conditions pay that sum in the currency in which such payment is due in immediately available funds or, as the case may be, perform or procure the performance of the relevant obligation on the due date for such performance. In case of the failure of BNPP B.V. to satisfy such obligations as and when the same become due, BNPP hereby undertakes to make or cause to be made such payment or satisfy or cause to be satisfied such obligations as though BNPP were the principal obligor in respect of such obligation after a demand has been made on BNPP pursuant to Clause 8 hereof PROVIDED THAT in the case of Securities other than Credit Securities (A) in the case of Physical Delivery Securities where BNPP B.V. has the obligation, pursuant to the terms and conditions of the relevant Security, to deliver the Entitlement, notwithstanding that BNPP B.V. had the right to vary settlement in respect of such Physical Delivery Securities in accordance with W&C Security Condition 5.3 and exercised such right or failed to exercise such right, BNPP will have the right at its sole and unfettered discretion to elect not to deliver or procure delivery of the Entitlement to the Holders of such Physical Delivery Securities, but in lieu thereof, to make payment in respect of each such Physical Delivery Securities of an amount equal to the Guaranteed Cash Settlement Amount (as defined in the Conditions) and (B) in the case of Securities where the obligations of BNPP B.V. which fall to be satisfied by BNPP constitute the delivery of the Entitlement to the Holders, BNPP will as soon as practicable following BNPP B.V.'s failure to satisfy its obligations under such Securities deliver or procure delivery of such Entitlement using the method of delivery specified in the applicable Final Terms provided that, if in the opinion of BNPP, delivery of the Entitlement using such method is not practicable by reason of (i) a Settlement Disruption Event (as defined in W&C Security Condition 5.1) or (ii) a Failure to Deliver due to Illiquidity (as defined in W&C Security Condition 5.2) (if "Failure to Deliver due to Illiquidity" is specified as applying in the applicable Final Terms), in lieu of such delivery BNPP will make payment in respect of each such Security of, in the case of (i) above, the Guaranteed Cash Settlement Amount or, in the case of (ii) above, the Failure to Deliver Settlement Price (as defined in W&C Security Condition 15.2). Any payment of the Guaranteed Cash Settlement Amount or the Failure to Deliver Settlement Price, as the case may be, in respect of a Security shall constitute a complete discharge of BNPP's obligations in respect of such Security.

**2. BNPP as Principal Obligor**

As between BNPP and the Holder of each Security but without affecting BNPP B.V.'s obligations, BNPP will be liable under this Guarantee as if it were the sole principal obligor and not merely a surety. Accordingly, it will not be discharged, nor will its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal obligor (including (1) any time, indulgence, waiver or consent at any time given to BNPP B.V. or any other person, (2) any amendment to any of the Conditions or to any security or other guarantee or indemnity, (3) the making or absence of any demand on BNPP B.V. or any other person for payment or performance of any other obligation in respect of any Security, (4) the enforcement or absence of enforcement of any Security or of any security or other guarantee or indemnity, (5) the release of any such security, guarantee or indemnity, (6) the dissolution, amalgamation, reconstruction or reorganisation of BNPP B.V. or any other person, or (7) the illegality, invalidity or unenforceability of or any defect in any provision of the Conditions, the Agency Agreement or any of BNPP B.V.'s obligations under any of them).

**3. BNPP's Obligations Continuing**

BNPP's obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no sum remains payable and no other obligation remains to be performed under any Security (in the case where the relevant Security is a Warrant, subject to its exercise). Furthermore, those obligations of BNPP are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in

favour of any person, whether from BNPP or otherwise. BNPP irrevocably waives all notices and demands of any kind.

**4. Discharge by BNPP B.V.**

If any payment received by, or other obligation discharged to or to the order of, the Holder of any Security is, on the subsequent bankruptcy or insolvency of BNPP B.V., avoided under any laws relating to bankruptcy or insolvency, such payment or obligation will not be considered as having discharged or diminished the liability of BNPP and this Guarantee will continue to apply as if such payment or obligation had at all times remained owing due by BNPP B.V.

**5. Indemnity**

As a separate and alternative stipulation, BNPP unconditionally and irrevocably agrees (1) that any sum or obligation which, although expressed to be payable or deliverable under the Securities, is for any reason (whether or not now existing and whether or not now known or becoming known to BNPP B.V., BNPP or any Holder) not recoverable from BNPP on the basis of a guarantee will nevertheless be recoverable from it as if it were the sole principal obligor and will be paid or performed by it in favour of the Holder on demand and (2) as a primary obligation to indemnify each Holder against any loss suffered by it as a result of any sum or obligation expressed to be payable or deliverable under the Securities not being paid or performed by the time, on the date and otherwise in the manner specified in the Securities or any obligation of BNPP B.V. under the Securities being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not known or becoming known to BNPP B.V., BNPP or any Holder), in the case of a payment obligation the amount of that loss being the amount expressed to be payable by BNPP B.V. in respect of the relevant sum, PROVIDED THAT the proviso to Clause 1 of this Guarantee shall apply mutatis mutandis to this Clause 5.

**6. Incorporation of Terms**

BNPP agrees that it shall comply with and be bound by those provisions contained in the Conditions which relate to it.

**7. Deposit of Guarantee**

This Guarantee shall be deposited with and held by BNP Paribas Securities Services, Luxembourg for the benefit of the Holders.

**8. Demand on BNPP**

Any demand hereunder shall be given in writing addressed to BNPP served at its office at CIB Legal, 3 rue Taitbout, 75009 Paris, France. A demand so made shall be deemed to have been duly made five Paris Business Days (as used herein, "**Paris Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in Paris) after the day it was served or if it was served on a day that was not a Paris Business Day or after 5.30 p.m. (Paris time) on any day, the demand shall be deemed to be duly made five Paris Business Days after the Paris Business Day immediately following such day.

**9. Governing law**

This Guarantee and any non-contractual obligations arising out of or in connection herewith shall be governed by and construed in accordance with English law.

**10. Jurisdiction**

The courts of England shall have jurisdiction to settle any disputes which may, directly or indirectly, arise out of or in connection with this Guarantee including a dispute relating to any non-contractual obligations arising out of or in connection herewith.

**11. Service of Process**

BNPP agrees that service of process in England may be made on it at its London branch. Nothing in this Guarantee shall affect the right to serve process in any other manner permitted by law.

**12. Contracts (Rights of Third Parties) Act 1999**

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

Executed as a Deed

| | |
|---|---|
| By BNP PARIBAS | ) |
| acting by | ) |
| acting under the authority | ) |
| of that company | ) |

**IN WITNESS** whereof this Guarantee has been executed and delivered by BNP Paribas as a deed on the date first above-mentioned.

Witness's signature:

Name:

Address:

**FORM OF THE BNPP ENGLISH LAW GUARANTEE FOR SECURED W&C SECURITIES**

**THIS GUARANTEE** is made by way of deed on 9 June 2015 by BNP Paribas ("**BNPP**") in favour of the holders for the time being of the Secured Securities (as defined below) (each a "**Holder**").

**WHEREAS**:

BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**"), BNP Paribas Fortis Funding and BGL BNP Paribas has established a Note, Warrant and Certificate Programme (the " **Programme**") under which, BNPP B.V. may from time to time issue, *inter alia*, unsecured warrants and certificates governed by English law (the "**Securities**") and secured warrants and certificates governed by English law (the "**Secured Securities**") of any kind including, but not limited to, warrants and certificates relating to a specified index or a basket of indices, a specified share, GDR or ADR or a basket of shares, GDRs and/or ADRs, a specified interest in an exchange traded instrument or basket of interests in exchange traded instruments, a specified debt instrument or basket of debt instruments, a specified debt futures or debt options contract or basket of debt futures or debt options contracts, a deposit, a specified commodity or commodity index or basket of commodities and/or commodity indices, a specified inflation index or basket of inflation indices, a specified currency or basket of currencies, a specified fund share or unit or basket of fund shares or units, a specified underlying interest rate or basket of underlying interest rates or Credit Securities. In respect of Securities, BNPP B.V. will not grant any security interest in favour of the relevant Holders. In respect of Secured Securities, BNPP B.V. will grant a security interest over assets held in accounts with the Custodian in favour of the Collateral Agent on behalf of itself and the relevant Holders. BNPP intends to guarantee the obligations of BNPP B.V. under the Secured Securities in the manner and to the extent set out herein.

The Secured Securities may be issued pursuant to (a) an Agency Agreement (the "**Agency Agreement**", which expression includes the same as it may be amended, supplemented or restated from time to time) dated on or around 9 June 2015 between, *inter alia*, BNPP B.V., BNPP, BNP Paribas Securities Services, Luxembourg Branch as agent and BNP Paribas Arbitrage S.N.C. as calculation agent or (b) any other agency or analogous agreement entered into by BNPP and BNPP B.V. from time to time.

Terms defined in the Terms and Conditions of the Secured Securities, as amended and/or supplemented by the applicable Final Terms (the "**Conditions**") and not otherwise defined in this Deed of Guarantee for Secured Securities shall have the same meanings when used in this Guarantee.

In respect of all Secured Securities issued on or after the date of this Guarantee, this Guarantee replaces the guarantee dated 5 June 2014 granted by the Guarantor in respect of Secured Securities issued under the Programme.

**NOW THIS DEED WITNESSES** as follows:

**1. Guarantee**

Subject as provided below, BNPP unconditionally and irrevocably guarantees by way of deed poll to each Holder that, if following the occurrence of an Enforcement Event and enforcement of the Pledge in respect of the relevant Collateral Pool, for any reason BNPP B.V. does not pay the Security Termination Amount in respect of a Secured Security in full, BNPP will, in accordance with the Conditions, pay an amount equal to the Shortfall in the currency in which such payment is due in immediately available funds. In case of the failure of BNPP B.V. to satisfy such obligation as and when the same becomes due, BNPP hereby undertakes to make or cause to be made such payment as though BNPP were the principal obligor in respect of such obligation after a demand has been made on BNPP pursuant to Clause 8 hereof PROVIDED THAT BNPP shall not be obliged to make any payment under this Guarantee in respect of a Secured Security until the Collateral Assets in the Collateral Pool securing such Secured Security have been realised or liquidated in full in the manner set out in Collateral Security Condition 6.2. Payment of an amount equal to the Shortfall in

respect of a Secured Security shall constitute a complete discharge of BNPP's obligations in respect of such Secured Security.

For the purposes of this Guarantee:

"**Shortfall**" means the amount, following liquidation and realisation of the Collateral Assets in the relevant Collateral Pool, by which the amount paid to the Holder of the relevant Secured Security by, or on behalf of the Issuer, is less than the Security Termination Amount payable in respect of such Secured Security.

**2. BNPP as Principal Obligor**

As between BNPP and the Holder of each Secured Security but without affecting BNPP B.V.'s obligations, BNPP will be liable under this Guarantee as if it were the sole principal obligor and not merely a surety provided that (i) an Enforcement Event has occurred, (ii) the Collateral Assets in the Collateral Pool which secures the relevant Secured Security have been realised or liquidated in full in accordance with Collateral Security Condition 6.2, (iii) the Security Realised Amount is less than the Security Termination Amount and (iv) a demand has been made on the Guarantor pursuant to Clause 8 hereof. Accordingly, it will not be discharged, nor will its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal obligor (including (1) any time, indulgence, waiver or consent at any time given to BNPP B.V. or any other person, (2) any amendment to any of the Conditions or to any security or other guarantee or indemnity, (3) the release of any such security, guarantee or indemnity, (4) the dissolution, amalgamation, reconstruction or reorganisation of BNPP B.V. or any other person, or (5) the illegality, invalidity or unenforceability of or any defect in any provision of the Conditions, the Agency Agreement or any of BNPP B.V.'s obligations under any of them).

**3. BNPP's Obligations Continuing**

BNPP's obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no Shortfall remains payable under any Secured Security. Furthermore, those obligations of BNPP are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of any person, whether from BNPP or otherwise.

**4. Discharge by BNPP B.V.**

If any payment received by, to or to the order of, the Holder of any Secured Security is, on the subsequent bankruptcy or insolvency of BNPP B.V., avoided under any laws relating to bankruptcy or insolvency, such payment will not be considered as having discharged or diminished the liability of BNPP in respect of any relevant Shortfall and this Guarantee will continue to apply in respect of any relevant Shortfall as if such payment had at all times remained due and owing by BNPP B.V.

**5. Indemnity**

As a separate and alternative stipulation, BNPP unconditionally and irrevocably agrees (1) that any sum or obligation which, although expressed to be payable or deliverable under the Secured Securities, is for any reason (whether or not now existing and whether or not now known or becoming known to BNPP B.V., BNPP or any Holder) not recoverable from BNPP on the basis of a guarantee will nevertheless be recoverable from it as if it were the sole principal obligor and will be paid or performed by it in favour of the Holder on demand provided (i) an Enforcement Event has occurred, (ii) the Collateral Assets in the Collateral Pool which secures the relevant Secured Security have been realised or liquidated in full in accordance with Collateral Security Condition 6.2, (iii) the Security Realised Amount is less than the Security Termination Amount and (iv) a demand has been made on the Guarantor pursuant to Clause 8 hereof and provided further that in no

circumstances shall BNPP be obliged to pay an amount under this Guarantee which is greater than the relevant Shortfall. The second sentence of Clause 2 of this Guarantee shall apply mutatis mutandis to this Clause 5.

**6. Incorporation of Terms**

BNPP agrees that it shall comply with and be bound by those provisions contained in the Conditions which relate to it.

**7. Deposit of Guarantee**

This Guarantee shall be deposited with and held by BNP Paribas Securities Services, Luxembourg for the benefit of the Holders.

**8. Demand on BNPP**

Any demand hereunder shall be given in writing addressed to BNPP served at its office at CIB Legal, 3 rue Taitbout, 75009 Paris, France. A demand so made shall be deemed to have been duly made five Paris Business Days (as used herein, "**Paris Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in Paris) after the day it was served or if it was served on a day that was not a Paris Business Day or after 5.30 p.m. (Paris time) on any day, the demand shall be deemed to be duly made five Paris Business Days after the Paris Business Day immediately following such day.

**9. Governing law**

This Guarantee and any non-contractual obligations arising out of or in connection herewith shall be governed by and construed in accordance with English law.

**10. Jurisdiction**

The courts of England shall have jurisdiction to settle any disputes which may, directly or indirectly, arise out of or in connection with this Guarantee including a dispute relating to any non-contractual obligations arising out of or in connection herewith.

**11. Service of Process**

BNPP agrees that service of process in England may be made on it at its London branch. Nothing in this Guarantee shall affect the right to serve process in any other manner permitted by law.

**12. Contracts (Rights of Third Parties) Act 1999**

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

**IN WITNESS** whereof this Guarantee has been executed and delivered by BNP Paribas as a deed on the date first above-mentioned.

Executed as a Deed

By BNP PARIBAS )
acting by )
acting under the authority )
of that company )

Witness's signature:

Name:
Address:

## FORM OF THE BNPP FRENCH LAW GUARANTEE FOR UNSECURED W&C SECURITIES

**THIS GUARANTEE** is made by BNP Paribas ("**BNPP**") in favour of the holders for the time being of the Securities (as defined below) (each a "**Holder**").

**WHEREAS:**

BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**"), BNPP, BNP Paribas Fortis Funding and BGL BNP Paribas have established a Note, Warrant and Certificate Programme (the " **Programme**") under which, *inter alia*, BNPP B.V. may from time to time issue, *inter alia*, unsecured warrants and certificates governed by French law (the "**Securities**") and secured warrants and certificates governed by French law (the "**Secured Securities**") of any kind including, but not limited to, warrants and certificates relating to a specified index or a basket of indices, a specified share, preference share, GDR or ADR or a basket of shares, GDRs and/or ADRs, a specified interest in an exchange traded instrument or basket of interests in exchange traded instruments, a specified debt instrument or basket of debt instruments, a specified debt futures or debt options contract or basket of debt futures or debt options contracts, a specified commodity or commodity index or basket of commodities and/or commodity indices, a specified inflation index or basket of inflation indices, a specified currency or basket of currencies, a specified fund share or unit or basket of fund shares or units, a specified underlying interest rate or basket of underlying interest rates, Credit Securities, Open End Certificates or Open End Turbo Certificates. In respect of Securities, BNPP B.V. will not grant any security interest in favour of the relevant Holders. In respect of Secured Securities, BNPP B.V. will grant a security interest over assets held in accounts with the Custodian in favour of the Collateral Agent on behalf of itself and the relevant Holders. BNPP intends to guarantee the obligations of BNPP B.V. under the Securities.

The Securities may be issued pursuant to (a) an Amended and Restated Agency Agreement (the "**Agency Agreement**", which expression includes the same as it may be amended, supplemented or restated from time to time) dated on or around 9 June 2015 between, *inter alia*, BNPP B.V., BNPP, BNP Paribas Securities Services, Luxembourg Branch as agent and BNP Paribas Arbitrage S.N.C. as calculation agent or (b) any other agency or analogous agreement entered into by BNPP and/or BNPP B.V. from time to time.

Terms defined in the Terms and Conditions of the W&C Securities, as amended and/or supplemented by the applicable Final Terms (the "**Conditions**") and not otherwise defined in this Guarantee shall have the same meanings when used in this Guarantee.

In respect of all Securities issued on or after the date of this Guarantee, this Guarantee replaces the guarantee dated 5 June 2014 granted by the Guarantor in respect of Securities issued under the Programme.

Any reference in this Guarantee to any obligation or sums or amounts payable under or in respect of the Securities by BNPP B.V. shall be construed to refer to (if applicable):

(a) (in the event of a bail-in of BNPP B.V.), such obligations, sums and/or amounts as reduced or otherwise modified from time to time resulting from the application of a bail-in of BNPP B.V. by any relevant authority; or

(b) (in the event of a bail-in of BNPP), such obligations, sums and/or amounts as reduced by reference to, and in the same proportion as, any such reduction or modification applied to securities issued by BNPP following the application of a bail-in of BNPP by any relevant authority.

### 1. Guarantee

Subject as provided below, BNPP unconditionally and irrevocably guarantees to each Holder that, if for any reason BNPP B.V. does not pay any sum payable by it or perform any other obligation in respect of any Security on the date specified for such payment or performance BNPP will, in accordance with the Conditions

pay that sum in the currency in which such payment is due in immediately available funds or, as the case may be, perform or procure the performance of the relevant obligation on the due date for such performance PROVIDED THAT in the case of Securities other than Credit Securities (A) in the case of Physical Delivery Securities where BNPP B.V. has the obligation, pursuant to the terms and conditions of the relevant Security, to deliver the Entitlement, notwithstanding that BNPP B.V. had the right to vary settlement in respect of such Physical Delivery Securities in accordance with W&C Security Condition 5.3) and exercised such right or failed to exercise such right, BNPP will have the right at its sole and unfettered discretion to elect not to deliver or procure delivery of the Entitlement to the Holders of such Physical Delivery Securities, but in lieu thereof, to make payment in respect of each such Physical Delivery Securities of an amount equal to the Guaranteed Cash Settlement Amount (as defined in the Conditions) and (B) in the case of Securities where the obligations of BNPP B.V. which fall to be satisfied by BNPP constitute the delivery of the Entitlement to the Holders, BNPP will as soon as practicable following BNPP B.V.'s failure to satisfy its obligations under such Securities deliver or procure delivery of such Entitlement using the method of delivery specified in the applicable Final Terms provided that, if in the opinion of BNPP, delivery of the Entitlement using such method is not practicable by reason of (i) a Settlement Disruption Event (as defined in W&C Security Condition 5.1) or (ii) a Failure to Deliver due to Illiquidity (as defined in W&C Security Condition 5.2) (if "Failure to Deliver due to Illiquidity" is specified as applying in the applicable Final Terms), in lieu of such delivery BNPP will make payment in respect of each such Security of, in the case of (i) above, the Guaranteed Cash Settlement Amount or, in the case of (ii) above, the Failure to Deliver Settlement Price (as defined in W&C Security Condition 15.2). Any payment of the Guaranteed Cash Settlement Amount or the Failure to Deliver Settlement Price, as the case may be, in respect of a Security shall constitute a complete discharge of BNPP's obligations in respect of such Security.

**2. Joint liability of BNPP and BNPP B.V.**

BNPP hereby acknowledges, absolutely and without right to claim the benefit of any legal circumstances amounting to an exemption from liability or a guarantor's defence, that it is bound by the obligations specified below. Accordingly, BNPP acknowledges that it will not be released from liability, nor will its liability be reduced, at any time, by extension or grace periods regarding payment or performance, any waiver or any consent granted to BNPP B.V. or to any other person, or by the failure of any execution proceedings brought against BNPP B.V. or any other person. Furthermore, BNPP acknowledges that (1) it will not be relieved of its obligations in the event that BNPP B.V.'s obligations become void for reasons relating to BNPP B.V.'s capacity, limitation of powers or lack thereof (including any lack of authority of persons having entered into contracts in the name, or on behalf, of BNPP B.V.), (2) its obligations under this Guarantee will remain valid and in full effect notwithstanding the dissolution, merger, takeover or reorganisation of BNPP B.V., as well as the opening of insolvency proceedings (*procédures collectives*), or any other proceedings similar to receivership or liquidation proceedings, in respect of BNPP B.V., (3) it will not avail itself of any subrogation rights in respect of the Holders' rights and that it will take no steps to enforce any rights or demands against BNPP B.V., so long as any amounts remain due; or any obligation remains unperformed, under the Securities, (4) its duties under this Guarantee will not be conditional on or subject to the validity or execution of any other security granted by BNPP B.V. or any other person to the Holders, or to the existence or creation of any security for the benefit of the Holders, and (5) neither the notification of, nor the serving of a formal request upon, BNPP B.V. or any other person is a prior condition to a payment or performance by BNPP under this Guarantee.

**3. BNPP's continuing liability**

BNPP's obligations under this Guarantee will remain valid and in full effect so long as any amounts remain outstanding, or any obligation remains unperformed, under the Securities.

**4. BNPP B.V. repayment**

If a payment received by, or other obligation discharged to or to the order of, any Holder is declared null and void under any rule relating to insolvency proceedings (*procédures collectives*), or any other procedure similar to the receivership or liquidation of BNPP B.V., such payment or obligation will not reduce BNPP's obligations and this Guarantee will continue to apply as if such payment or obligation had always been due from BNPP B.V.

**5. Conditions binding**

BNPP declares (i) that it has full knowledge of the provisions of the Conditions, (ii) that it will comply with them and (iii) that it will be bound by them.

**6. Demand on BNPP**

Any demand hereunder shall be given in writing addressed to BNPP served at its office at CIB Legal, 3 Rue Taitbout, 75009 Paris, France. A demand so made shall be deemed to have been duly made five Paris Business Days (as used herein, "**Paris Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in Paris) after the day it was served or if it was served on a day that was not a Paris Business Day or after 5.30 p.m. (Paris time) on any day, the demand shall be deemed to be duly made five Paris Business Days after the Paris Business Day immediately following such day.

**7. Governing law and jurisdiction**

This Guarantee is governed by, and shall be construed in accordance with, French law and the competent courts within the jurisdiction of the Paris Court of Appeal (*Cour d'Appel de Paris*) will be competent to settle any litigation or proceedings relating to this Guarantee.

Executed in Paris in one original, on 9 June 2015.

BNP PARIBAS

By:

## FORM OF THE BNPP FRENCH LAW GUARANTEE FOR SECURED W&C SECURITIES

**THIS GUARANTEE** is made by BNP Paribas ("**BNPP**") in favour of the holders for the time being of the Secured Securities (as defined below) (each a "**Holder**").

**WHEREAS:**

BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**"), BNPP, BNP Paribas Fortis Funding and BGL BNP Paribas have established a Note, Warrant and Certificate Programme (the " **Programme**") under which, *inter alia*, BNPP B.V. may from time to time issue, *inter alia*, unsecured warrants and certificates governed by French law (the "**Securities**") and secured warrants and certificates governed by French law (the "**Secured Securities**") of any kind including, but not limited to, Securities relating to a specified index or a basket of indices, a specified share, GDR or ADR or a basket of shares, GDRs and/or ADRs, a specified interest in an exchange traded instrument or basket of interests in exchange traded instruments, a specified debt instrument or basket of debt instruments, a specified debt futures or debt options contract or basket of debt futures or debt options contracts, a deposit, a specified commodity or commodity index or basket of commodities and/or commodity indices, a specified inflation index or basket of inflation indices, a specified currency or basket of currencies, a specified fund share or unit or basket of fund shares or units, a specified underlying interest rate or basket of underlying interest rates, Credit Securities, Open End Certificates or Open End Turbo Certificates. In respect of Securities, BNPP B.V. will not grant any security interest in favour of the relevant Holders. In respect of Secured Securities, BNPP B.V. will grant a security interest over assets held in accounts with the Custodian in favour of the Collateral Agent on behalf of itself and the relevant Holders. BNPP intends to guarantee the obligations of BNPP B.V. under the Secured Securities in the manner and to the extent set out herein.

Secured Securities may be issued pursuant to (a) an Amended and Restated Agency Agreement (the "**Agency Agreement**", which expression includes the same as it may be amended, supplemented or restated from time to time) dated on or around 9 June 2015 between, *inter alia*, BNPP B.V., BNPP, BNP Paribas Securities Services, Luxembourg Branch as agent and BNP Paribas Arbitrage S.N.C. as calculation agent or (b) any other agency or analogous agreement entered into by BNPP and/or BNPP B.V. from time to time.

Terms defined in the Terms and Conditions of the Secured W&C Securities, as amended and/or supplemented by the applicable Final Terms (the "**Conditions**") and not otherwise defined in this Guarantee for Secured Securities shall have the same meanings when used in this Guarantee.

In respect of all Secured Securities issued on or after the date of this Guarantee, this Guarantee replaces the guarantee dated 5 June 2014 granted by the Guarantor in respect of Secured Securities issued under the Programme.

**1. Guarantee**

Subject as provided below, BNPP unconditionally and irrevocably guarantees to each Holder that, if following the occurrence of an Enforcement Event and enforcement of the Pledge in respect of the relevant Collateral Pool, for any reason BNPP B.V. does not pay the Security Termination Amount in respect of a Secured Security in full, BNPP will, in accordance with the Conditions, pay an amount equal to the Shortfall in the currency in which such payment is due in immediately available funds. In case of the failure of BNPP B.V. to satisfy such obligation as and when the same becomes due, BNPP hereby undertakes to make or cause to be made such payment as though BNPP were the principal obligor in respect of such obligation after a demand has been made on BNPP pursuant to Clause 6 hereof PROVIDED THAT BNPP shall not be obliged to make any payment under this Guarantee in respect of a Secured Security until the Collateral Assets in the Collateral Pool securing such Secured Security have been realised or liquidated in full in the manner set out in Collateral Security Condition 6.2. Payment of an amount equal to the Shortfall in respect of a Secured Security shall constitute a complete discharge of BNPP's obligations in respect of such Secured Security.

For the purposes of this Guarantee:

"**Shortfall**" means the amount, following liquidation and realisation of the Collateral Assets in the relevant Collateral Pool, by which the amount paid to the Holder of the relevant Secured Security by, or on behalf of, the Issuer, is less than the Security Termination Amount payable in respect of such Secured Security.

**2. Joint liability of BNPP and BNPP B.V.**

BNPP hereby acknowledges, absolutely and without right to claim the benefit of any legal circumstances amounting to an exemption from liability or a guarantor's defence, that it is bound by the obligations specified below. Accordingly, BNPP acknowledges that it will not be released from liability, nor will its liability be reduced, at any time, by extension or grace periods regarding payment or performance, any waiver or any consent granted to BNPP B.V. or to any other person, or by the failure of any execution proceedings brought against BNPP B.V. or any other person provided that (i) an Enforcement Event has occurred, (ii) the Collateral Assets in the Collateral Pool which secures the relevant Secured Security have been realised or liquidated in full in accordance with Collateral Security Condition 6.2, (iii) the Security Realised Amount is less than the Security Termination Amount and (iv) a demand has been made on the Guarantor pursuant to Clause 6 hereof. Furthermore, BNPP acknowledges that (1) it will not be relieved of its obligations in the event that BNPP B.V.'s obligations become void for reasons relating to BNPP B.V.'s capacity, limitation of powers or lack thereof (including any lack of authority of persons having entered into contracts in the name, or on behalf, of BNPP B.V.), (2) its obligations under this Guarantee will remain valid and in full effect notwithstanding the dissolution, merger, takeover or reorganisation of BNPP B.V., as well as the opening of insolvency proceedings, or any other proceedings similar to receivership or liquidation proceedings, in respect of BNPP B.V., (3) it will not avail itself of any subrogation rights in respect of the Holders' rights and that it will take no steps to enforce any rights or demands against BNPP B.V., so long as any amounts remain due; or any obligation remains unperformed, under the Secured Securities, and (4) neither the notification of, nor the serving of a formal request upon, BNPP B.V. or any other person is a prior condition to a payment or performance by BNPP under this Guarantee.

**3. BNPP's continuing liability**

BNPP's obligations under this Guarantee will remain valid and in full effect until no Shortfall remains payable under any Secured Security.

**4. BNPP B.V. repayment**

If a payment received by, or to the order of, any Holder is declared null and void under any rule relating to insolvency proceedings, or any other procedure similar to the receivership or liquidation of BNPP B.V., such payment will not reduce BNPP's obligations in respect of any relevant Shortfall and this Guarantee will continue to apply in respect of any relevant Shortfall as if such payment or obligation had always been due from BNPP B.V.

**5. Conditions binding**

BNPP declares (i) that it has full knowledge of the provisions of the Conditions, (ii) that it will comply with them and (iii) that it will be bound by them.

**6. Demand on BNPP**

Any demand hereunder shall be given in writing addressed to BNPP served at its office at CIB Legal, 3 Rue Taitbout, 75009 Paris, France. A demand so made shall be deemed to have been duly made five Paris Business Days (as used herein, "**Paris Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in Paris) after the day it was served or if it was served on a day that was not a Paris

Business Day or after 5.30 p.m. (Paris time) on any day, the demand shall be deemed to be duly made five Paris Business Days after the Paris Business Day immediately following such day.

**7. Governing law and jurisdiction**

This Guarantee is governed by, and shall be construed in accordance with, French law and the competent courts within the jurisdiction of the Paris Court of Appeal (*Cour d'Appel de Paris*) will be competent to settle any litigation or proceedings relating to this Guarantee.

Executed in Paris in one original, on 9 June 2015.

BNP PARIBAS

By:

## FORM OF THE BNPPF NOTE GUARANTEE

**THIS DEED OF GUARANTEE** is made on 9 June 2015 by BNP Paribas Fortis SA/NV ("**BNPPF**") in favour of the Noteholders and the Accountholders (each as defined below) (together, the "**Beneficiaries**").

**WHEREAS:**

(A) BNP Paribas Fortis Funding ("**BP2F**"), BNP Paribas Arbitrage Issuance B.V., BNP Paribas and BGL BNP Paribas have established a Note, Warrant and Certificate Programme (the "**Programme**").

(B) BNPPF has authorised the giving of its irrevocable guarantee in relation to the notes issued by BP2F under the Programme (the "**Notes**").

(B) BP2F and BNPPF have, in relation to the notes issued under the Programme, entered into a Note Agency Agreement (the "**Agency Agreement**", which expression includes the same as it may be amended, supplemented or restated from time to time) dated on or around 9 June 2015 between, *inter alia*, BP2F, BNPPF, BNP Paribas Securities Services, Luxembourg Branch as agent and BNP Paribas Arbitrage S.N.C. as calculation agent.

(C) BP2F and BNPPF, *inter alia*, have, in relation to the Notes issued under the Programme, executed a deed of covenant (as amended, supplemented and/or restated from time to time, the "**Deed of Covenant**").

(D) BNPPF has agreed to irrevocably guarantee the payment and delivery obligations from time to time of BP2F in respect of the Notes and under the Deed of Covenant.

(E) In respect of all Notes issued on or after the date of this Guarantee, this Guarantee replaces the guarantee dated 5 June 2014 granted by the Guarantor in respect of Notes issued under the Programme.

**NOW THIS DEED WITNESSES** as follows:

**1. Definitions and Interpretation**

"**Accountholder**" means any accountholder or participant with a Clearing System which at the Relevant Date has credited to its securities account with such Clearing System one or more entries in respect of a Global Note issued by BP2F, except for any Clearing System in its capacity as an accountholder of another Clearing System;

"**Clearing System**" means each of Euroclear and Clearstream, Luxembourg, and any other Clearing System specified in the relevant Final Terms;

"**Direct Rights**" means the rights referred to in Clause 2 of the Deed of Covenant;

"**Noteholder**" means, in relation to any Note, at any time the person who is the bearer of such Note;

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

"**Relevant Date**" means, in relation to the payment of any sum or delivery of assets expressed to be payable or deliverable by BP2F in respect of a Note, whichever is the later of:

(i) the date on which the payment or delivery in question first become due; and

(ii) if the full amount payable or deliverable has not been received by the Agent on or prior to such date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders.

Terms defined in the Terms and Conditions of the Notes, as amended by the applicable Final Terms (the "**Conditions**") and/or the Agency Agreement and not otherwise defined in this Deed of Guarantee shall have the same meanings when used in this Guarantee.

Any reference in this Deed of Guarantee to any obligation or payment under or in respect of the Notes shall be construed to include a reference to any obligation or payment under or pursuant to Clause 2 of the Deed of Covenant.

**2. Guarantee**

Subject as provided below, BNPPF hereby irrevocably and unconditionally guarantees:

(a) to each Noteholder the due and punctual payment of all sums from time to time payable or performance of any other obligation by BP2F in respect of the Notes on the date specified for such payment or performance and accordingly undertakes to either (i) pay to such Noteholder, forthwith upon the demand of such Noteholder and in the manner and currency prescribed by the Conditions for payments by BP2F in respect of the Notes, any and every sum or sums which BP2F is at any time liable to pay in respect of the Notes and which BP2F has failed to pay or (ii) perform such other obligation for the benefit of such Noteholder which BP2F has failed to perform on the due date for such performance after a demand has been made on BNPPF pursuant to Clause 10 hereof; and

(b) to each Accountholder the due and punctual payment of all sums from time to time payable or performance of any other obligation by BP2F in respect of the Direct Rights on the date specified for such payment or performance and accordingly undertakes to either (i) pay to such Accountholder, forthwith upon the demand of such Accountholder and in the manner and currency prescribed by the Conditions for payments by BP2F in respect of the Notes, any and every sum or sums which BP2F is at any time liable to pay in respect of the Notes and which BP2F has failed to pay or (ii) perform such other obligation for the benefit of the Accountholder which BP2F has failed to perform on the due date for such performance after a demand has been made on BNPPF pursuant to Clause 10 hereof,

PROVIDED THAT in the case of Notes (other than Credit Notes) where the obligations of BP2F which fall to be satisfied by BNPPF constitute the delivery of the Entitlement if in the opinion of BNPPF such delivery is not practicable by reason of (x) a Settlement Disruption Event (as defined in Condition 4(b)(i)(E)) or (y) if "Failure to Deliver due to Illiquidity" is specified as applying in the applicable Final Terms, a Failure to Deliver due to Illiquidity (as defined in Condition 4(b)(i)(F)), in lieu of such delivery BNPPF will make payment in respect of each such Note of, in the case of (x) above, the Disruption Cash Redemption Amount (as defined in Condition 4(b)(i)(E)) or in the case of (y) above, the Failure to Deliver Redemption Amount (as defined in Condition 4(b)(i)(F)). Any payment of the Disruption Cash Redemption Amount or the Failure to Deliver Redemption Amount, as the case may be, in respect of a Note shall constitute a complete discharge of BNPPF's obligations in respect of the delivery of the Relevant Assets affected by the Settlement Disruption Event or Failure to Deliver due to Illiquidity, as the case may be.

This Guarantee constitutes direct, unconditional, irrevocable, unsubordinated and unsecured obligations 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. Taxation**

Unless the applicable Final Terms specify that Condition 6.4 is applicable to the Notes, BNPPF covenants in favour of each Noteholder that it will duly perform and comply with the obligations expressed to be undertaken by it in Condition 6.2. In particular, if in respect of any payment to be made under this Guarantee, any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature is payable, BNPPF shall pay the additional amounts referred to in Condition 6.2, all subject to and in accordance with the provisions of Condition 6.2.

**4. BNPPF as Principal Obligor**

As between BNPPF and each Beneficiary but without affecting BP2F's obligations, BNPPF will be liable under this Guarantee as if it were the sole principal obligor and not merely a surety. Accordingly, it will not be discharged, nor will its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal obligor (including (1) any time, indulgence, waiver or consent at any time given to BP2F or any other person, (2) any amendment to any of the Conditions or to any security or other guarantee or indemnity, (3) the making or absence of any demand on BP2F or any other person for payment or performance of any other obligation in respect of any Note, (4) the enforcement or absence of enforcement of any Note or of any security or other guarantee or indemnity, (5) the release of any such security, guarantee or indemnity, (6) the dissolution, amalgamation, reconstruction or reorganisation of BP2F or any other person, or (7) the illegality, invalidity or unenforceability of or any defect in any provision of the Conditions, the Agency Agreement or any of BP2F's obligations under any of them).

**5. BNPPF's Obligations Continuing**

BNPPF's obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no sum remains payable and no other obligation remains to be performed under any Note. Furthermore, those obligations of BNPPF are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of any person, whether from BNPPF or otherwise. BNPPF irrevocably waives all notices and demands of any kind.

**6. Discharge by BP2F**

If any payment received by, or other obligation discharged to or to the order of, any Noteholder is, on the subsequent bankruptcy or insolvency of BP2F, avoided under any laws relating to bankruptcy or insolvency, such payment or obligation will not be considered as having discharged or diminished the liability of BNPPF and this Deed of Guarantee will continue to apply as if such payment or obligation had at all times remained owing due by BP2F.

**7. Indemnity**

As a separate and alternative stipulation, BNPPF unconditionally and irrevocably agrees:

(a) that any sum or obligation which, although expressed to be payable or deliverable under the Notes, is for any reason (whether or not now existing and whether or not now known or becoming known to BP2F, BNPPF or any Noteholder) not recoverable from BNPPF on the basis of a guarantee will nevertheless be recoverable from it as if it were the sole principal obligor and will be paid or performed by it in favour of the Noteholder on demand; and

(b) as a primary obligation to indemnify each Beneficiary against any loss suffered by it as a result of any sum or obligation expressed to be payable or deliverable under the Notes not being paid or performed by the time, on the date and otherwise in the manner specified in the Notes or any obligation of BP2F under the Notes being or becoming void, voidable or unenforceable for any reason (whether or not

now existing and whether or not known or becoming known to BP2F, BNPPF or any Beneficiary), in the case of a payment obligation the amount of that loss being the amount expressed to be payable by BP2F in respect of the relevant sum,

PROVIDED THAT the proviso to Clause 2 of this Guarantee shall apply mutatis mutandis to this Clause 7.

**8. Incorporation of Terms**

BNPPF agrees that it shall comply with and be bound by those provisions contained in the Conditions which relate to it.

**9. Deposit of Guarantee**

This Deed of Guarantee shall be deposited with and held by BNP Paribas Securities Services, Luxembourg for the benefit of the Beneficiaries.

**10. Demand on BNPPF**

Any demand hereunder shall be given in writing addressed to BNPPF served at its office at 1000 Brussels, Montagne du Parc 3. A demand so made shall be deemed to have been duly made five Brussels Business Days (as used herein, "**Brussels Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in Brussels) after the day it was served or if it was served on a day that was not a Brussels Business Day or after 5.30 p.m. (Brussels time) on any day, the demand shall be deemed to be duly made five Brussels Business Days after the Brussels Business Day immediately following such day.

**11. Governing law**

This Deed of Guarantee and any non-contractual obligations arising out of or in connection herewith shall be governed by and construed in accordance with English law.

**12. Jurisdiction**

The courts of England shall have jurisdiction to settle any disputes which may, directly or indirectly, arise out of or in connection with this Guarantee including a dispute relating to any non-contractual obligations arising out of or in connection herewith (a "**Dispute**").

**13. Service of Process**

BNPPF hereby appoints BNP Paribas, London branch, currently of 10 Harewood Avenue, London, NW1 6AA (Attention: the Loan Administration Department) as its agent to receive service of process in England in any proceedings in England relating to this Guarantee. If for any reason such process agent ceases to act as such or no longer has an address in England, the Guarantor agrees to appoint a substitute process agent and to notify the Noteholders of such appointment. Nothing in this Guarantee shall affect the right to serve process in any other manner permitted by law.

**14. Contracts (Rights of Third Parties) Act 1999**

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

Executed as a Deed

| | |
|---|---|
| By BNP PARIBAS FORTIS SA/NV | ) |
| acting by | ) |
| acting under the authority | ) |
| of that company | ) |

**IN WITNESS** whereof this Deed of Guarantee has been executed and delivered by

BNP Paribas Fortis SA/NV as a deed on the date first above-mentioned.

Witness's signature:

Name:

Address:

## FORM OF THE BNPPF W&C SECURITIES GUARANTEE

**THIS DEED OF GUARANTEE** is made by way of deed on 9 June 2015 by BNP Paribas Fortis SA/NV ("**BNPPF**") in favour of the holders for the time being of the Securities (as defined below) (each a "**Holder**").

**WHEREAS:**

BNP Paribas Fortis Funding ("**BP2F**"), BNP Paribas Arbitrage Issuance B.V., BNP Paribas and BGL BNP Paribas have established a Note, Warrant and Certificate Programme (the "**Programme**") under which, *inter alia*, BP2F may from time to time issue *inter alia*, warrants and certificates governed by English law (the "**Securities**") of any kind including, but not limited to, Securities relating to a specified index or a basket of indices, a specified share, preference share, GDR or ADR or a basket of shares, GDRs and/or ADRs, a specified interest in an exchange traded instrument or basket of interests in exchange traded instruments, a specified debt instrument or basket of debt instruments, a specified debt futures or debt options contract or basket of debt futures or debt options contracts, a specified commodity or commodity index or basket of commodities and/or commodity indices, a specified inflation index or basket of inflation indices, a specified currency or basket of currencies, a specified fund share or unit or basket of fund shares or units, a specified underlying interest rate or basket of underlying interest rates or Credit Securities. BNPPF intends to guarantee the obligations of BP2F under the Securities issued by BP2F under the Programme.

The Securities may be issued pursuant to (a) an Amended and Restated Agency Agreement (the "**Agency Agreement**", which expression includes the same as it may be amended, supplemented or restated from time to time) dated on or around 9 June 2015 between, *inter alia*, BP2F, BNPPF, BNP Paribas Securities Services, Luxembourg Branch as agent and BNP Paribas Arbitrage S.N.C. as calculation agent or (b) any other agency or analogous agreement entered into by BNPPF, BP2F and/or the other Issuers from time to time.

Terms defined in the Terms and Conditions of the W&C Securities, as amended and/or supplemented by the applicable Final Terms (the "**Conditions**") and not otherwise defined in this Guarantee shall have the same meanings when used in this Guarantee.

In respect of all Securities issued on or after the date of this Guarantee, this Guarantee replaces the guarantee dated 5 June 2014 granted by the Guarantor in respect of Securities issued under the Programme.

**NOW THIS DEED WITNESSES** as follows:

**1. Guarantee**

Subject as provided below, BNPPF unconditionally and irrevocably guarantees by way of deed poll to each Holder that, if for any reason BP2F does not pay any sum payable by it or perform any other obligation in respect of any Security on the date specified for such payment or performance BNPPF will, in accordance with the Conditions pay that sum in the currency in which such payment is due in immediately available funds or, as the case may be, perform or procure the performance of the relevant obligation on the due date for such performance. In case of the failure of BP2F to satisfy such obligations as and when the same become due, BNPPF hereby undertakes to make or cause to be made such payment or satisfy or cause to be satisfied such obligations as though BNPPF were the principal obligor in respect of such obligation after a demand has been made on BNPPF pursuant to Clause 8 hereof PROVIDED THAT in the case of Securities other than Credit Securities (A) in the case of Physical Delivery Securities where BP2F has the obligation, pursuant to the terms and conditions of the relevant Security, to deliver the Entitlement, notwithstanding that BP2F had the right to vary settlement in respect of such Physical Delivery Securities in accordance with W&C Security Condition 5.3 and exercised such right or failed to exercise such right, BNPPF will have the right at its sole and unfettered discretion to elect not to deliver or procure delivery of the Entitlement to the Holders of such Physical Delivery Securities, but in lieu thereof, to make payment in respect of each such Physical Delivery

Securities of an amount equal to the Guaranteed Cash Settlement Amount (as defined in the Conditions) and (B) in the case of Securities where the obligations of BP2F which fall to be satisfied by BNPPF constitute the delivery of the Entitlement to the Holders, BNPPF will as soon as practicable following BP2F's failure to satisfy its obligations under such Securities deliver or procure delivery of such Entitlement using the method of delivery specified in the applicable Final Terms provided that, if in the opinion of BNPPF, delivery of the Entitlement using such method is not practicable by reason of (i) a Settlement Disruption Event (as defined in W&C Security Condition 5.1) or (ii) a Failure to Deliver due to Illiquidity (as defined in W&C Security Condition 5.2) (if "Failure to Deliver due to Illiquidity" is specified as applying in the applicable Final Terms), in lieu of such delivery BNPPF will make payment in respect of each such Security of, in the case of (i) above, the Guaranteed Cash Settlement Amount or, in the case of (ii) above, the Failure to Deliver Settlement Price (as defined in W&C Security Condition 15.2). Any payment of the Guaranteed Cash Settlement Amount or the Failure to Deliver Settlement Price, as the case may be, in respect of a Security shall constitute a complete discharge of BNPPF's obligations in respect of such Security.

This Guarantee constitutes direct, unconditional, irrevocable, unsubordinated and unsecured obligations of BNPPF 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 BNPPF.

**2. BNPPF as Principal Obligor**

As between BNPPF and the Holder of each Security but without affecting BP2F's obligations, BNPPF will be liable under this Guarantee as if it were the sole principal obligor and not merely a surety. Accordingly, it will not be discharged, nor will its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal obligor (including (1) any time, indulgence, waiver or consent at any time given to BP2F or any other person, (2) any amendment to any of the Conditions or to any security or other guarantee or indemnity, (3) the making or absence of any demand on BP2F or any other person for payment or performance of any other obligation in respect of any Security, (4) the enforcement or absence of enforcement of any Security or of any security or other guarantee or indemnity, (5) the release of any such security, guarantee or indemnity, (6) the dissolution, amalgamation, reconstruction or reorganisation of BP2F or any other person, or (7) the illegality, invalidity or unenforceability of or any defect in any provision of the Conditions, the Agency Agreement or any of BP2F's obligations under any of them).

**3. BNPPF's Obligations Continuing**

BNPPF's obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no sum remains payable and no other obligation remains to be performed under any Security (in the case where the relevant Security is a Warrant, subject to its exercise). Furthermore, those obligations of BNPPF are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of any person, whether from BNPPF or otherwise. BNPPF irrevocably waives all notices and demands of any kind.

**4. Discharge by BP2F**

If any payment received by, or other obligation discharged to or to the order of, the Holder of any Security is, on the subsequent bankruptcy or insolvency of BP2F, avoided under any laws relating to bankruptcy or insolvency, such payment or obligation will not be considered as having discharged or diminished the liability of BNPPF and this Guarantee will continue to apply as if such payment or obligation had at all times remained owing due by BP2F.

**5. Indemnity**

As a separate and alternative stipulation, BNPPF unconditionally and irrevocably agrees (1) that any sum or obligation which, although expressed to be payable or deliverable under the Securities, is for any reason (whether or not now existing and whether or not now known or becoming known to BP2F, BNPPF or any Holder) not recoverable from BNPPF on the basis of a guarantee will nevertheless be recoverable from it as if it were the sole principal obligor and will be paid or performed by it in favour of the Holder on demand and (2) as a primary obligation to indemnify each Holder against any loss suffered by it as a result of any sum or obligation expressed to be payable or deliverable under the Securities not being paid or performed by the time, on the date and otherwise in the manner specified in the Securities or any obligation of BP2F under the Securities being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not known or becoming known to BP2F, BNPPF or any Holder), in the case of a payment obligation the amount of that loss being the amount expressed to be payable by BP2F in respect of the relevant sum, PROVIDED THAT the proviso to Clause 1 of this Guarantee shall apply mutatis mutandis to this Clause 5.

**6. Incorporation of Terms**

BNPPF agrees that it shall comply with and be bound by those provisions contained in the Conditions which relate to it.

**7. Deposit of Guarantee**

This Guarantee shall be deposited with and held by BNP Paribas Securities Services, Luxembourg for the benefit of the Holders.

**8. Demand on BNPPF**

Any demand hereunder shall be given in writing addressed to BNPPF served at its office at 1000 Brussels, Montagne du Parc 3. A demand so made shall be deemed to have been duly made five Brussels Business Days (as used herein, "**Brussels Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in Brussels) after the day it was served or if it was served on a day that was not a Brussels Business Day or after 5.30 p.m. (Brussels time) on any day, the demand shall be deemed to be duly made five Brussels Business Days after the Brussels Business Day immediately following such day.

**9. Governing law**

This Guarantee and any non-contractual obligations arising out of or in connection herewith shall be governed by and construed in accordance with English law.

**10. Jurisdiction**

The courts of England shall have jurisdiction to settle any disputes which may, directly or indirectly, arise out of or in connection with this Guarantee including a dispute relating to any non-contractual obligations arising out of or in connection herewith.

**11. Service of Process**

BNPPF hereby appoints BNP Paribas, London branch, currently of 10 Harewood Avenue, London NW1 6AA (Attention: Loan Administration Department), as its agent in England to receive service of process in England in any proceedings in England relating to this Guarantee. If for any reason such process agent ceases to act as such or no longer has an address in England, the Guarantor agrees to appoint a substitute process agent and to

notify the Holders of English Law Securities of such appointment. Nothing in this Guarantee shall affect the right to serve process in any other manner permitted by law.

**12. Contracts (Rights of Third Parties) Act 1999**

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

Executed as a Deed

| | |
|---|---|
| By BNP PARIBAS FORTIS SA/NV | ) |
| acting by | ) |
| acting under the authority | ) |
| of that company | ) |

**IN WITNESS** whereof this Guarantee has been executed and delivered by BNP Paribas Fortis SA/NV as a deed on the date first above-mentioned.

Witness's signature:

Name:

Address:

## FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest Coupons attached, or registered form, without Coupons attached. Notes will be issued only outside the United States to persons that are not (i) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"); or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"); or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**"); or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**").

**Bearer Notes**

Each Tranche of Bearer Notes will be initially issued in the form of a temporary bearer global note (a "**Temporary Bearer Global Note**") which will (i) if the Global Notes are not intended to be issued in NGN Form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common depositary (the "**Common Depositary**") for Euroclear and Clearstream, Luxembourg (in the case of Notes cleared through Euroclear and Clearstream, Luxembourg) or to a sub-custodian nominated by the HKMA as operator of the CMU (in the case of Notes to be cleared through the CMU), and (ii) if the Global Notes are intended to be issued in NGN form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper for Euroclear and Clearstream, Luxembourg.

Where the Global Notes issued in respect of any Tranche are in NGN form, the applicable Final Terms will also indicate whether such Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Global Notes are to be so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg, as indicated in the applicable Final Terms.

Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Bearer Global Note if the Temporary Bearer Global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Bearer Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent (in the case of Notes cleared through Euroclear and/or Clearstream, Luxembourg) or received by the CMU Lodging Agent (in the case of Notes cleared through the CMU).

On and after the date (the "**Exchange Date**") which is 40 days after a Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein either for (i) interests in a permanent bearer global note (a "**Permanent Bearer Global Note**") of the same Series or (ii) for definitive Bearer Notes of the same Series with, where applicable, Receipts, Coupons and Talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given, provided that purchasers in the United States and certain U.S. persons will not be able to receive definitive Bearer Notes. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or for definitive Bearer Notes is improperly withheld or refused. Notwithstanding the foregoing, if the Temporary Bearer Global Note

is held by or on behalf of the HKMA as operator of the CMU, the CMU may require that exchange for interests in the Permanent Bearer Global Note is made in whole but not in part and, in such event, no such exchange will be effected until all persons appearing in the records of the CMU as entitled to an interest in the Temporary Bearer Global Note have been so certified.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Bearer Global Note if the Permanent Bearer Global Note is not intended to be issued in NGN form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, Receipts, Coupons and Talons attached upon either (i) not less than 60 days' written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) to the Principal Paying Agent as described therein (in the case of Notes cleared through Euroclear and/or Clearstream, Luxembourg) or not less than 60 days' written notice received from the holder of an interest in such Permanent Bearer Global Note by the CMU Lodging Agent (in the case of Notes cleared through the CMU), or (ii) only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) an Event of Default (as defined in Condition 8) has occurred and is continuing, (ii) the relevant Issuer has been notified that both Euroclear and Clearstream, Luxembourg (in the case of Notes cleared through Euroclear and/or Clearstream, Luxembourg) or the CMU (in the case of Notes cleared through the CMU) have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the relevant Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form. The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 16 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) may give notice to the Principal Paying Agent (in the case of Notes cleared through Euroclear and/or Clearstream, Luxembourg) or any holder of an interest in such Permanent Bearer Global Note may give notice to the CMU Lodging Agent (in the case of Notes cleared through the CMU) requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the relevant Issuer may also give notice to the Principal Paying Agent or the CMU Lodging Agent, as the case may be, requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent or the CMU Lodging Agent, as the case may be. If the Global Note is a NGN, the relevant Issuer shall procure that details of such exchange be entered pro rata in the records of the relevant clearing system.

In the event that the Permanent Bearer Global Note is exchanged for definitive Bearer Notes, such definitive Bearer Notes shall be issued in the minimum Specified Denomination only. Noteholders who hold Notes in the relevant clearing system in amounts that are not integral multiples of the Specified Denomination may need to purchase or sell, on or before the Exchange Date, a principal amount of Notes such that their holding is an integral multiple of the Specified Denomination.

The following legend will appear on all Permanent Bearer Global Notes and definitive Bearer Notes, receipts and interest coupons relating to such Notes where TEFRA D is specified in the applicable Final Terms:

**"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."**

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes, Receipts or Coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes, receipts or interest coupons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg or the CMU, as the case may be.

**Italian Dematerialised Notes**

If the Notes are specified in the applicable Final Terms as Italian Dematerialised Notes, the Notes are issued in bearer form (*al portatore*) and under the dematerialised regime, pursuant to the Italian legislative decree no. 58/1998 as amended and integrated by subsequent implementing provisions, and the relevant implementing regulations and are registered in the books of Monte Titoli S.p.A. with registered office in Piazza degli Affari 6, Milan ("**Monte Titoli**"). No physical document of title is issued to represent the Italian Dematerialised Notes. However, the holder of the Italian Dematerialised Notes still has the right to obtain the release of the certificate pursuant to articles 83-quinquies and 83-novies, paragraph 1, letter b), of the Italian legislative decree no. 58/1998 as amended and integrated by subsequent implementing provisions.

The transfer of Italian Dematerialised Notes operates by way of registration on the accounts opened with Monte Titoli by the intermediaries adhering to the clearing system. As a consequence, the subject who from time to time is the owner of the account held with an intermediary adhering, directly or indirectly, to Monte Titoli, on which the Italian Dematerialised Notes are credited, is considered as the legitimate owner of the Italian Dematerialised Notes and is authorised to exercise all rights related to them.

Payments of principal and interest (if any) in respect of the Italian Dematerialised Notes will be credited, according to the instructions of Monte Titoli, by the Italian Agent on behalf of the relevant Issuer or Guarantor to the accounts of those intermediaries adhering to the clearing system whose accounts with Monte Titoli are credited with those Italian Dematerialised Notes and thereafter credited by intermediaries adhering to the clearing system from such aforementioned accounts to the accounts of the beneficial owners of those Italian Dematerialised Notes.

**Registered Notes**

The Registered Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States only, will initially be represented by a global note in registered form, without Receipts or Coupons, (a "**Registered Global Note**") which will be deposited with a common depositary for, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg (in the case of Notes cleared through Euroclear and/or Clearstream, Luxembourg) or deposited with a sub-custodian nominated by the HKMA as operator of the CMU and registered in the name of the HKMA in its capacity as operator of the CMU (in the case of Notes cleared through the CMU). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to each Tranche of the Notes, beneficial interests in a Registered Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 1.2 and such Registered Global Note will bear a legend regarding such restrictions on transfer.

Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the persons shown on the Register (as defined in Condition 1.1) as the registered holder of the Registered Global Notes. None of the Issuer, the Guarantor (if applicable), any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 4) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without Receipts, Coupons or Talons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) an Event of Default has occurred and is continuing, (ii) the relevant Issuer has been notified that both Euroclear and Clearstream, Luxembourg (in the case of Notes cleared through Euroclear and/or Clearstream, Luxembourg) or the CMU (in the case of Notes cleared through the CMU) have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available or (iii) the relevant Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note in definitive form. The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 16 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg or the CMU (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the relevant Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than ten days after the date of receipt of the first relevant notice by the Registrar.

No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg or the CMU, in each case to the extent applicable.

**Applicable Final Terms**

The Final Terms will contain the information items permitted under Article 22.4 of Commission Regulation (EC) No 809/2004 (the "Prospectus Regulation").

## FORM OF THE W&C SECURITIES

English Law Securities which are issued and transferred through Clearstream, Luxembourg and/or Euroclear, Euroclear France SA ("**Euroclear France**"), Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores S.A., Unipersonal ("**Iberclear**"), Monte Titoli S.p.A ("**Monte Titoli**"), Clearstream Banking AG, Frankfurt am Main ("**Clearstream, Frankfurt**") and/or any other relevant clearing system ("**Clearing System Securities**") will be represented by a global security (each a "**Clearing System Global Security**"), which will be issued and deposited with a common depositary on behalf of Clearstream, Luxembourg, Euroclear, Iberclear, Monte Titoli and/or any other relevant clearing system or, as the case may be, Euroclear France or Clearstream, Frankfurt on the date of issue of the relevant Securities in accordance with the rules and regulations of the relevant clearing system. Registered English Law Warrants ("**Registered Warrants**") will be represented by a registered global warrant (each a "**Registered Global Warrant**"), which will be issued and deposited with the Registrar. Registered English Law Certificates ("**Registered Certificates**") will be represented by a registered global certificate (each a "**Registered Global Certificate**" and together with a Registered Global Warrant, a "**Registered Global Security**") held on behalf of Euroclear and/or Clearstream Luxembourg and/or any other relevant clearing system. Clearing System Securities and Securities in definitive registered form will not be exchangeable for Registered Securities and Registered Securities will not be exchangeable for Clearing System Securities and Private Placement Definitive Securities. Each Clearing System Global Security and Registered Global Security are each referred to as a "**Global Security**". Swedish Dematerialised Securities (as defined herein) will be issued in registered, uncertificated and dematerialised book-entry form in accordance with the SFIA Act (as defined herein). Danish Dematerialised Securities (as defined herein) will be issued in registered, uncertificated and dematerialised book-entry form in accordance with the provisions of the Danish Securities Trading Act (as defined herein). Finnish Dematerialised Securities (as defined herein) will be issued in registered, uncertified and dematerialised book-entry form in accordance with the Finnish Act on the Book-Entry System and the Finnish Act on Book-Entry Accounts (as specified herein). Italian Dematerialised Securities (as defined herein) will be issued in registered, uncertificated and dematerialised book-entry form into Monte Titoli. Swiss Securities (as defined herein) may be issued as Swiss Materialised Securities (as defined herein) or as Swiss Dematerialised Securities (as defined herein). Swiss Materialised Securities will be represented by a global security. Swiss Dematerialised Securities will be issued in uncertified and dematerialised form. The terms and conditions of the Swiss Securities will be set forth in the applicable Final Terms. Except as described herein, no definitive Securities will be issued.

CREST Dematerialised Securities (as defined herein) will be issued and held in uncertificated form in accordance with the Uncertificated Securities Regulations 2001, including any modification or re-enactment thereof from time to time. Title to CREST Dematerialised Securities is recorded on the relevant Operator register of eligible debt securities. The Operator is Euroclear UK & Ireland Limited.

French Law Securities will be in bearer dematerialised bearer form (*au porteur*) and will be inscribed (*inscription en compte*) in the books of Euroclear France which shall credit the accounts of the Holders. No physical document of title will be issued in respect of French Law Securities. French Law Securities have been accepted for clearance through Euroclear France, Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

In the event that the Final Terms specify that Securities are eligible for sale in the United States ("**U.S. Warrants**" or "**U.S. Certificates**", as the case may be, and together, the "**U.S. Securities**"), (A) the Securities sold in the United States by BNPP to QIBs within the meaning of Rule 144A will be represented by one or more global Securities (each, a "**Rule 144A Global Security**") issued and deposited with (1) a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("**DTC**") or (2) a common depositary on behalf of Clearstream, Luxembourg or Euroclear and/or any other relevant clearing system, (B) the Securities sold in the United States by BNPP to AIs will be issued and registered in definitive form (each, a "**Private Placement Definitive Security**") (C) the Securities sold in the United States by BNPP B.V. to QIBs who are QPs will be represented by a Rule 144A Global Security or in the form of Private Placement Definitive Securities, as may be indicated in any applicable U.S. wrapper to the Base Prospectus and

(D) in any such case, Securities sold outside the United States to persons that are not (i) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"); or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"); or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**"); or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**") will be represented by a one or more global Securities (each, a "**Regulation S Global Security**") issued and deposited with a common depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant clearing system. In the event that the Final Terms does not specify that Securities are eligible for sale within the United States or to U.S. persons, the Securities offered and sold outside the United States to non-U.S. persons will be represented by a Clearing System Global Security or a Registered Global Security, as the case may be.

**Applicable Final Terms**

The Final Terms will contain the information items permitted under Article 22.4 of Commission Regulation (EC) No 809/2004 (the "Prospectus Regulation").

## DESCRIPTION OF BNPP B.V

### 1. Name, registered office and date of incorporation

(a) The legal and commercial name of the Issuer is BNP Paribas Arbitrage Issuance B.V.

(b) BNPP B.V. is a limited liability company under Dutch law ("*besloten vennootschap met beperkte aansprakelijkheid*"), having its registered office at Herengracht 537, 1017 BV Amsterdam, The Netherlands. BNPP B.V. is incorporated in The Netherlands and registered with the Commercial Register in The Netherlands under number 33215278 (telephone number: + 31 20 5215 645).

(c) BNPP B.V. was incorporated on 10 November 1989 with unlimited duration.

### 2. Business Overview

(a) BNPP B.V.'s objects (as set out in Article 3 of its Articles of Association) are:

(i) to borrow, lend out and collect monies, including but not limited to the issue or the acquisition of debentures, debt instruments, financial instruments such as, among others, notes, warrants and certificates of any nature, with or without indexation based on, inter alia, shares, baskets of shares, stock exchange indices, currencies, commodities or futures on commodities, and to enter into related agreements;

(ii) to finance enterprises and companies;

(iii) to establish and to in any way participate in, manage and supervise enterprises and companies;

(iv) to offer advice and to render services to enterprises and companies with which the company forms a group of companies, and to third parties;

(v) to grant security, to bind the company and to encumber assets of the company for the benefit of enterprises and companies with which the company forms a group of companies, and of third parties;

(vi) to acquire, manage, exploit and dispose of registered property and asset value in general;

(vii) to trade in currencies, securities and asset value in general;

(viii) to exploit and trade in patents, trademark rights, licences, know-how and other industrial rights of ownership;

(ix) to engage in industrial, financial and commercial activities of any nature, and

all other things as may be deemed incidental or conducive to the attainment of the above objects, in the broadest sense of the word.

(b) BNPP B.V. competes with other issuers in the issuance of financial instruments and securities.

(c) BNPP B.V. is a BNP Paribas Group issuance vehicle, specifically involved in the issuance of structured securities, which are developed, setup and sold to investors by other companies in the group. The issuances are backed by a matching derivative contract with BNP Paribas Arbitrage S.N.C. or BNP Paribas SA ensuring a perfect match of BNPP B.V. assets and liabilities. Given the function of BNPP B.V. within the BNP Paribas Group and its asset and liabilities structure, the company generates a limited profit.

(d) The securities issued by BNPP B.V. are sold to institutional clients, retail and high net worth individuals in Europe, Africa, Asia and Americas, either directly by BNP Paribas or through third party distributors.

**3. Trend Information**

Due to BNPP B.V. dependence upon BNPP its trend information is the same as that for BNPP set out on page 132 of the BNPP 2014 Registration Document.

**4. Share capital**

The authorised share capital is composed of €225,000 divided into 225,000 shares of €1 each. The issued share capital is €45,379, divided in 45,379 shares of €1 each.

All shares are ordinary registered shares and fully paid up and no share certificates have been issued. 100 per cent. of the share capital is held by BNP Paribas.

**5. Management**

5.1 **Management Board**

The management of BNPP B.V. is composed of a Management Board with one or several members appointed by the general meeting of shareholders.

On 22 February 2001, BNP Paribas has appointed as sole member of the Management Board BNP Paribas Trust B.V., a company established and existing under the laws of The Netherlands, with its registered office at Herengracht 537, 1017 BV Amsterdam, the Netherlands. Messrs. Selles and Sijsling as Directors of BNP Paribas Trust B.V. have the power to take all necessary measures in relation to the issue of securities of BNPP B.V.

5.2 **Duties of the Management Board**

Within the limits of the constitutional documents, the Management Board is responsible for the management of BNPP B.V.

**6. Accounts**

6.1 **Drawing up of annual accounts**

The financial year is the calendar year.

6.2 **Adoption of annual accounts**

The general meeting of shareholders adopts the annual accounts.

**7. Material Investments**

BNPP B.V. has made no material investments since the date of its last published financial statements other than those related to the issue of securities and its Management Board has made no firm commitments on such material investments in the future.

**8. Organisational Structure**

BNPP B.V. is a wholly owned subsidiary of BNP Paribas.

BNPP B.V. is dependent upon BNP Paribas in that BNP Paribas develops and markets the Securities, hedges its market, credit and liquidity risks and guarantees the obligations of BNPP B.V. for any issuance of its securities towards investors.

## 9. Administrative, Management, and Supervisory Bodies

### 9.1 Names, Business Addresses, Functions and Principal Outside Activities

The names, functions and principal activities performed by it outside BNPP B.V. which are significant with respect to the only director of BNPP B.V. are:

| Name | Function | Principal Outside Activities |
|---|---|---|
| BNP Paribas Trust B.V. | Managing Director | Providing corporate management and administrative services to Dutch companies belonging to corporate or private clients or the BNP Paribas Group |

### 9.2 Administrative, Management, and Supervisory Bodies Conflicts of Interests

The above-mentioned member of the Management Board of BNPP B.V. does not have potential conflicts of interests, material to the issue of the Securities, between any duties to BNPP B.V. and its interests or other duties.

## 10. Board Practices

### 10.1 Audit Committee

BNPP B.V. does not itself have an audit committee. However, BNPP B.V. is part of the BNP Paribas Group which divides the audit responsibility to review the annual consolidated financial statements of BNP Paribas between a Financial Statement Committee and an Internal Control and Risks Committee.

### 10.2 Corporate Governance

The Dutch Corporate Governance Code of 10 December 2008 only applies to listed companies. The shares of BNPP B.V. are not listed and therefore the code does not apply. Accordingly, BNPP B.V. is not required to make any disclosure regarding compliance with the code.

## 11. Historical Financial Information Concerning BNPP B.V.'s Assets and Liabilities, Financial Position and Profits and Losses

**BALANCE SHEET IN SUMMARY**
**(before appropriation of the net result)**

| | 31.12.2014 | 31.12.2013 |
|---|---|---|
| | EUR | EUR |
| **Financial fixed assets** | 48,545,871,603 | 32,045,857,816 |
| **Current assets** | 16,258,961,862 | 16,917,219,020 |

| | | |
|---|---|---|
| **TOTAL ASSETS** | **64,804,833,465** | **48,963,076,836** |
| **Shareholder's equity** | 445,206 | 416,163 |
| **Long term liabilities** | 48,545,871,603 | 32,045,857,816 |
| **Current liabilities** | 16,258,516,656 | 16,916,802,857 |
| **TOTAL EQUITY AND LIABILITIES** | **64,804,833,465** | **48,963,076,836** |

**PROFIT AND LOSS ACCOUNT in summary**

| | **2014** | **2013** |
|---|---|---|
| | EUR | EUR |
| Income including interest received | 432,323 | 397,703 |
| Costs, including interest paid and the tax charge | 403,280 | (370,954) |
| **Profit after taxation** | 29,043 | 26,749 |

**CASH FLOW STATEMENT in summary**

| | **2014** | **2013** |
|---|---|---|
| | EUR | EUR |
| Cash flow from operating activities | 623,505 | (43,154) |
| Cash flow from financing activities | 0 | (250,000) |
| **Increase/Decrease cash at banks** | 623,505 | (293,154) |
| **Cash at bank at December 31** | 652,453 | 28,948 |

## DESCRIPTION OF BNPP

A description of BNPP can be found on pages 6 to 15, 168 to 171 and 480 to 486 of the BNPP 2014 Registration Document which is incorporated by reference herein.

## DESCRIPTION OF BP2F

### 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.

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.

The principal activities of BP2F are described in the following section.

### 2. Business overview

*Principal activities*

BP2F's main object is to grant loans to 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(b) 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.

### 3. Organisational structure

BP2F is owned at 99.995 per cent. by BNPPF that is part of the BNP Paribas group.

**4. Trend information**

*Trends*

BP2F is dependent upon BNPPF. BP2F is 99.995 per cent. owned by BNPPF. BP2F is specifically involved in the issuance of securities such as notes, warrants or certificates 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 BNPPF" below 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.

**5. Profit forecasts or estimates**

This Base Prospectus does not contain any profit forecast or estimates with regard to BP2F.

**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. Branch Manager (CEO) of the BNP Paribas Belgian branch |
| Pierre Vanhove | Director of BP2F. Head of medium and long term funding of BNP Paribas Fortis |
| Harald Thul | 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 |
| Jonathan Lepage | 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 6(a) and their private interests and/or other duties disclosed in paragraph 6(a).

However, functional conflicts of interests may exist for the persons referred to above at paragraph 6(a) due to the roles held by these persons in other affiliates of BP2F (as described above at paragraph 6(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 2013 have been audited without qualification by Deloitte 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 2014 have been audited without qualification by Deloitte 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 2013 and 31 December 2014 have been audited by Deloitte 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 BP2F" 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 2014.

*Interim and other financial information*

At or about the end of August 2015, BP2F will publish unaudited interim financial information for the six month period ended 30 June 2015.

## 10. Additional information

*(a) Share capital*

BP2F issued and authorised share capital at 31 December 2014 is EUR 500,000 represented by 20,000 ordinary 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 securitization 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 2014, which have been prepared in conformity with Luxembourg legal and regulatory requirements relating to the preparation of the annual accounts.

| | 31/12/2014 | 31/12/2013 |
|---|---|---|
| | in EUR | in EUR |
| **Selected items of the Balance Sheet** | | |
| Assets | | |
| Financial Fixed assets (Amounts owed to affiliated undertakings) | 5,470,070,451 | 5,167,738,500 |
| Current assets (Amounts owed by affiliated undertakings becoming due and payable within one year) | 415,475,284 | 235,086,058 |
| Total assets | 5,977,141,866 | 5,501,021,541 |
| | | |
| Liabilities | | |
| Capital and reserves | 6,691,167 | 7,046,710 |
| Subordinated debts | 1,233,153,404 | 1,656,721,743 |
| Non-subordinated debts | | |
| Non-convertible loans | | |
| - becoming due and payable within one year | 358,648,783 | 201,683,146 |
| - becoming due and payable after more than one year | 3,808,557,061 | 3,326,487,586 |
| | | |
| **Charges & Income: selected items** | | |
| Income from financial fixed assets derived from affiliated undertakings | 128,272,799 | 129,660,813 |
| Total income | 431,761,255 | 388,490,879 |
| Interest and other financial charges | 401,166,435 | 335,364,583 |
| Profit for the financial year | 844,457 | 1,109,807 |

The above information for the years ended 31 December 2013 and 2014 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 2014. The audited and approved annual accounts of BP2F for the years ended 31 December 2013 and 2014 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 the "General Information" section below.

## DESCRIPTION OF BNPPF

### 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 99.93 per cent. by BNP Paribas S.A. and for 0.07 per cent. by minority shareholders.

In Belgium, BNPPF is subject to supervision by the ECB, the prudential authority of the NBB (National Bank of Belgium), and the market authority of the Belgian FSMA (Financial Services and Markets Authority).

### 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, Poland 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 37,000 people (full-time equivalents).

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.

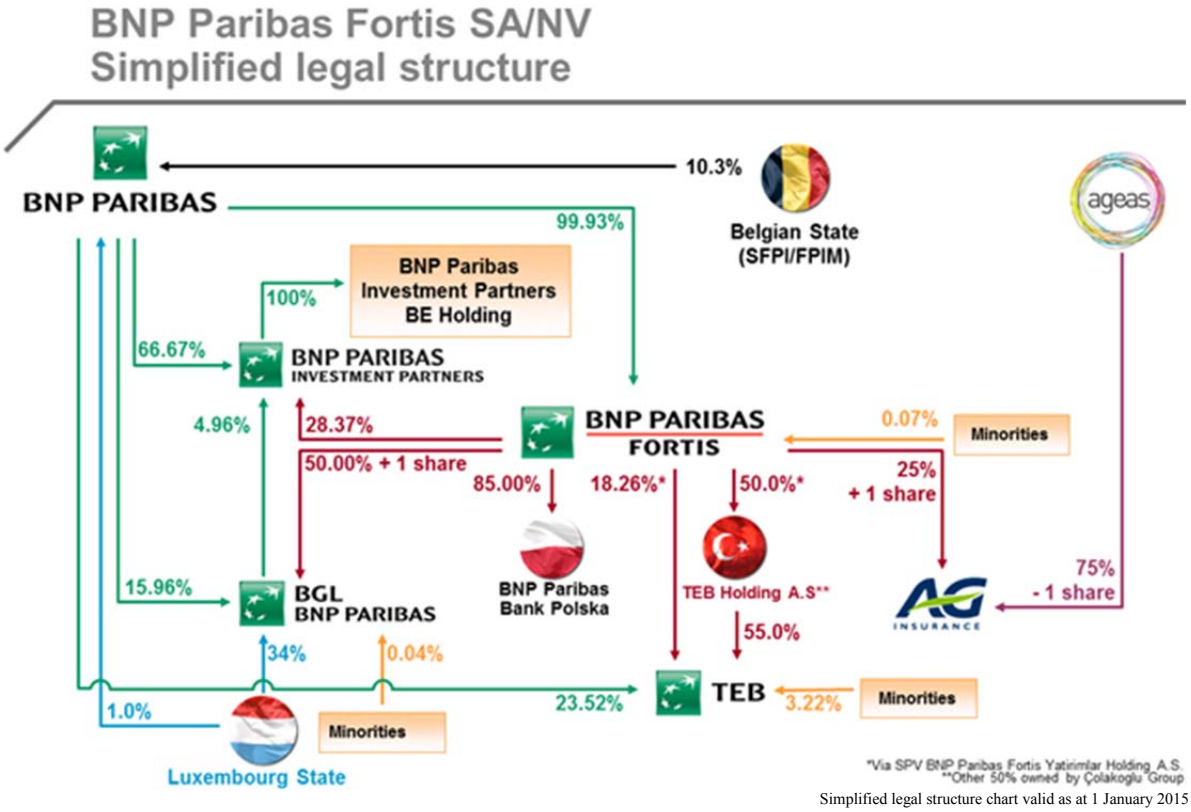
BNPPF also offers financial services to companies and institutional clients and provides integrated solutions to enterprise and entrepreneur. Corporate and Public Banking Belgium fulfils the financial needs of corporate and midcap enterprises, public entities and local authorities through an integrated 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 European leader in banking and financial services. The BNP Paribas Group has a presence in 75 countries with almost 188,000 employees, including over 147,000 in Europe. It has two core activities: Retail Banking & Services (comprised of Domestic Markets and International Financial Services) and Corporate and Institutional Banking. 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 across Mediterranean basin countries, in Turkey, in Eastern Europe and a 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 and solid and fast-growing businesses in Asia-Pacific.

At 31 December 2014, the BNP Paribas Group had consolidated assets of EUR 2,077.8 billion (compared to EUR 1,810.5 billion at 31 December 2013), consolidated loans and receivables due from customers of EUR 657.4 billion (compared to EUR 612.5 billion at 31 December 2013), consolidated items due to customers of EUR 641.5 billion (compared to EUR 553.5 billion at 31 December 2013) and shareholders' equity (BNP Paribas Group share including income for 2014) of EUR 89.4 billion (compared to EUR 87.4 billion at 31 December 2013). Pre-tax net income for the year ended December 31, 2014 was EUR 3.15 billion (compared to EUR 8.1 billion for the year ended 31 December 2013). Net income, attributable to equity holders, for the year ended 31 December 2014 was EUR 157 million (compared to EUR 4.82 billion for the year ended 31 December 2013).

## 3. Organisational structure



Simplified legal structure chart valid as at 1 January 2015

BNP Paribas SA has a stake of 99.93% in BNPPF. The remaining shares (0.07%) are held by the public. The SFPI/FPIM has a stake of 10.3% in BNP Paribas SA's capital, subsequent to its 2009 transfer of a 74.93% stake in BNPPF in return for BNP Paribas SA shares. 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% + 1 share stake in BGL BNP Paribas SA
- 85.00% stake in BNP Paribas Bank Polska SA
- Direct 18.26% stake in Turk Ekonomi Bankası A.S. (**TEB**) and a 50% share of TEB Mali Yatirimlar A.S., a joint venture with the Colacoglu Group, which holds 55% of TEB's share capital.

BNPPF holds minority interest in, among others, AG Insurance (25% + 1 share) and BNP Paribas Investment Partners (28.37%).

## 4. The businesses of BNPPF

The major changes in the consolidation scope of BNPPF during 2014 were related to foreign branch acquisitions and closures and the transfer of specialised finance activities from BNP Paribas Group. Changes in the BNPPF consolidation perimeter comprised, *inter alia*:

- Transfer of loans relating to Specialised Finance (SF), which began in 2013, continued during the first quarter of 2014 and was finalised by 31 March 2014.
- Disposal of the Frankfurt branch activities. All assets and liabilities of the BNP Paribas Fortis branch in Germany (Frankfurt) (except for its participation in Von Essen Bank) were transferred to the German branch of BNP Paribas.
- Creation of a branch in Finland to enhance the Corporate and Institutional Banking offering to existing clients and prospective clients in Finland.
- Initial Public Offering (IPO) in BNP Paribas Polska. The Polish regulatory authority (KNF) requested BNP Paribas Fortis to increase the free-float equity in BNP Paribas Polska from a level of 0.11% to 15% of the capital. Following the approval by an Extraordinary General Shareholders' meeting on 7 April 2014 for a capital increase of PLN 228.5 million, an IPO took place during April and May. As a consequence of the IPO, the total voting rights held by BNP Paribas Fortis in BNP Paribas Polska were reduced from 99.89% to 85.00%.
- Squeeze-out operation at TEB. As of 14 November 2014, the purchase of one share by BNP Paribas Fortis Yatırımlar Holding A.Ş. entitled the controlling shareholders to launch a squeeze-out procedure in accordance with the applicable law and regulation and it was agreed that BNP Paribas Fortis Yatırımlar Holding A.Ş. would be the acquiring entity. The procedure includes the first a 'right to sell' for minority shareholders followed by a 'squeeze-out' by the controlling shareholders. The minority shareholders' 'right to sell' expired on 17 February 2015 and the 'squeeze-out' is expected to be finalised during the first half of 2015.

### (i) Retail & Private Banking

Retail Banking offers financial services to individuals, the self-employed, members of independent professions and small businesses. Over 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]
- 816 branches operating under the BNPPF brand are complemented by 302 franchises under the Fintro brand and 680 points of sale of the 50/50 joint venture with bpost bank.

[1] Source: 2014 annual report of BNPPF

- Network of 3,883 ATMs (cash withdrawals and deposits, non-cash machines and bank statement providers), online banking facilities (1.25 million active users) and phone banking are linked up in the client relationship management (CRM) platform.

- With 36 Private Banking centres, 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 4 million. They benefit from a dedicated service model and are primarily served via two Wealth Management centres in Antwerp and Brussels.

*Key developments in 2014*

2014 was marked by extremely low interest rates, due to the European Central Bank's monetary policy. This in turn led to reductions in the yield on savings accounts. At the same time, these low rates prompted large numbers of borrowers to request refinancing of their existing mortgage loans. Demand for mortgages strengthened in the second half of the year following an announced revision of the tax rules in Flanders from 2015, entailing less favourable conditions for borrowers. Consumer credit also saw steady growth, boosted by good car financing results due to the Auto Fair. Meanwhile the account packages for Individual Clients were re-worked in order to meet their changing needs.

RPB has been putting considerable efforts into the rollout of an 'omni-channel' strategy. 2014 saw increasing use of PC banking and the Easy banking mobile app passed the milestone of a million downloads towards the end of the year. The offer range of Hello bank!, the mobile bank launched in 2013, was further expanded with, inter alia, a prepaid card, credit card and access to consumer loans.

Given the low yields on savings accounts, the 'Flexinvest' savings formula – an automated fund investment programme – proved highly popular with clients. Other new investment instruments were also created. For example, clients in Belgium were offered the chance to subscribe for the first-ever stock index-linked 'Green Growth Bond' issued by the World Bank. This issuance further boosted the volume of the Bank's Socially Responsible Investments (SRI).

- **BGL BNP Paribas SA**

BGL BNP Paribas Retail and Corporate Banking in Luxembourg provides a broad range of financial products and services to individual, professional and corporate clients through its network of 40 branches, plus an online branch and the specialised departments and units dedicated to serving corporates.

BGL BNP Paribas is the number two bank in the Grand Duchy of Luxembourg for individual customers, with 172,000 clients, representing a 16% market share. It is also the number one bank for corporates, with 35,500 clients, equivalent to a 29% share of the market. In addition, the five BGL BNP Paribas Wealth Management Centres, which are attached to the branch network, provide Private Banking services to clients resident in Luxembourg. Direct Banking was founded in 2014 to combine all remote banking activities, including NetAgence for routine business and Personal Investors for online investment advice.

During the year BGL BNP Paribas continued with the $A^3$ (Activation, Acquisition, Attention) programme designed to develop and strengthen customer relationships. The Bank also pursued a plan to transform and expand its network of branches and ATMs. With a strong emphasis on customer care, the plan is intended to strengthen the multichannel model.

Regarding products and services, BGL BNP Paribas launched in April its new range of World MasterCard premium credit cards; an end-to-end insurance and assistance solution combined with the Premium Benefits

loyalty programme; and a new themed range of funds in partnership with BNP Paribas Investment Partners. BGL BNP Paribas now has a comprehensive offer range designed to meet customers' changing needs.

Business Banking is aiming to become the leader in Luxembourg and in Europe for treasury and cash management. At the beginning of 2014, BGL BNP Paribas launched notional multicurrency pooling with netted balances. Designed for international companies, this cutting-edge solution expands the range of cash management products and services.

- **BNP Paribas Bank Polska SA**

BNP Paribas Bank Polska SA provides retail and corporate banking services in Poland. The Bank is structured around three major business lines: Retail Banking (including Private Banking and services to SMEs), Personal Finance, and Corporate & Transaction Banking.

BNP Paribas Bank Polska has a network of 221 retail banking branches and 9 Business Centres servicing corporate clients, with over 420,000 customers.

In a market characterised by intense competition, BNP Paribas Bank Polska continued its growth strategy in 2014, with a focus on gradual and sustainable increase in profitability, maintaining a prudent risk profile. During the year BNP Paribas Bank Polska acquired some 87,000 new customers.

The effects of recent optimisation programmes combined with continuous cost control enabled the Bank to limit the growth of expenditure, despite investing in business growth and implementation projects such as digital banking. A prudent risk management policy enabled BNP Paribas Bank Polska to maintain a low cost of risk and continue to improve the quality of the loan portfolio.

BNP Paribas Bank Polska saw continued progress on strategy implementation across the Business Lines in 2014. Meanwhile BNP Paribas Bank Polska maintained solid capital and liquidity positions, boosted by the issue of new shares. In May BNP Paribas Bank Polska carried out a public stock offering, increasing the free float to 15% and raising PLN 218.7 million.

On 30 April 2015, following the relevant entry in the National Court Register, the merger of BNP Paribas Bank Polska S.A. with Bank BGŻ S.A. was finalised. From that day forward, the bank is operating under the new name "Bank BGŻ BNP Paribas". In the new shareholding structure, BNPPF holds 28.35% of the shares of Bank BGŻ BNP Paribas and BNP Paribas SA 59.98%, with the remainder free float.

- **TEB**

BNPPF operates in Turkey through TEB, in which it holds a 45.76% 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 BNP Paribas Group Retail products and services in Turkey.

In Retail Banking, TEB provides debit and credit cards, mortgage loans, personal loans, and investment and insurance products, which are distributed through 551 branches and via Internet, phone and mobile banking.

Through its commercial and small business banking departments, TEB 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.

Having set a highly successful example for a merger in the Turkish market, TEB continues to grow. Throughout 2014, TEB achieved a highly satisfactory performance in both revenue generation and profitability, despite the unfavourable conditions in the banking sector in Turkey.

**(ii) Corporate & Public Banking Belgium and Corporate & Institutional Banking**

**Corporate & Public Banking Belgium (CPBB)** offers a comprehensive range of local and international financial services to Belgian enterprises, public entities and local authorities. The offering includes domestic banking products, specialist financial skills, and securities, insurance and real estate services. Skills include specialist ones such as trade services, cash management, factoring and leasing, as well as M&A and capital markets.

A central team of corporate bankers, relationship managers and skills officers ensure that BNPPF stays close to the market. This team, combined with the European network of business centres managed within CIB, enables BNPPF to offer unified commercial management to its Belgian clients locally and abroad.

In 2014, CPBB continued its efforts to remain the 'top of mind' provider of financial services to its clients, building further on its long-term relationships and striving to obtain a better grasp of the strategic priorities and long-term objectives of each client. As the financier *par excellence* of the real economy, CPBB remained well-placed to meet the borrowing needs of these clients in a fully risk-aware manner.

As corporate customers also now have greater expectations for digital interaction with their financial service providers, CPBB accelerated its programme for enhanced offerings of digital services. Moreover, CPBB began in 2014 to segment its client base more deeply in order to optimise its relationship banking model. CPBB will approach each client segment through an appropriate mix of multiple channels.

Determined to live up to its status as a full-service banking partner and also to seek new sources of revenue at a time of weak economic growth, CPBB continued in 2014 a number of innovation initiatives, including a platform for employees where innovative ideas around specific campaigns can be posted, evaluated and taken forward. Meanwhile 'Innovation Hubs' have been set up at eight CPBB business centres in order to support clients who are active in innovative sectors, through an adapted service offering, specialised relationship managers and credit officers. The initiatives at CPBB also led to a bank-wide decision to create new unit, called the Home for Innovation, to develop innovative solutions to meet the challenges of a fast-changing world.

CPBB also strove to reinforce its role as a strategic partner to company clients in terms of their day-to-day needs, and cement closer relations. CPBB succeeded in maintaining high marks for client satisfaction while working to improve performance in a number of areas, such as making more frequent proactive visits to companies where BNP Paribas Fortis is not the main banking partner.

- **BNP Paribas Fortis Corporate & Institutional Banking (CIB)** offers its clients in Belgium and across the world full access to the BNP Paribas CIB product portfolio. BNP Paribas Fortis CIB consists of five business lines: Capital Markets; Specialised Finance; Transaction Banking Europe; Corporate Finance & Equity Capital Markets; and Private Equity, plus one coverage unit – Coverage Corporate Banking Europe (**CCBE**).

- **Capital Markets**, a Brussels-based platform, focuses on client-driven activities, offering a global product range through access to BNP Paribas platforms. In Fixed Income, Capital Markets serves mainly Belgian clients but also European Corporates through the CCBE network.

- **Transaction Banking Europe (TBE)** offers clients an integrated suite of flow products to manage their treasury in Europe, including cash management (domestic and international payments) and

import-export financing (including foreign exchange and deposit management). Since December 2012, TBE has been integrated into the overall structure of Corporate Banking Europe (**CBE**).

- In 2013, Brussels also became the centre of **Specialised Finance** activities in the EMEA region for the BNP Paribas Group, with the support of five other platforms based in Frankfurt, London, Madrid, Paris and Milan. Specialised Finance Europe offers clients five main areas of support: Project Finance, Export Finance, Leveraged Finance, Corporate Acquisition Finance and Media-Telecom Finance.

- **Corporate Finance** is active in Mergers & Acquisitions Advisory and in Equity Capital Markets, focusing on clients in Belgium and Luxembourg.

- **Private Equity** plays a direct role in supporting the development and growth of companies, and offers solutions for shareholder transition by investing in equity and mezzanine finance instruments in the home markets. The fund-of-funds portfolio with an international scope is currently being run down.

- **Coverage Corporate Banking Europe** is an integrated banking network focused on servicing large mid-caps and international clients. CCBE delivers full CIB banking products and services to corporate clients in non-domestic countries in Europe. It operates through a network of more than 30 Business Centres in 16 European countries.

*Market positions*

- Strong leadership position in Belgium with more than 600 corporate clients and 7,000 midcaps, and a challenger in public banking (570 clients).

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

## 5. BNPPF 2014 Financial Results

The analyses below focus on underlying business performance and exclude the following non-business-related items: impacts of scope changes, evolution of foreign exchange rates and credit spreads, and 2013 impairment on our asset management participation.

**Revenues** totalled EUR 7,011 million, up 4.3%[2] compared to 2013. The underlying increase was mainly supported by a good commercial performance in Belgium, a strong performance in Turkey and good results at Personal Finance. These improved results more than offset the lower revenues in Luxembourg.

- In Belgian Retail Banking, revenues grew by 4.4%[2], mainly driven by an increase in interest revenues. Interest income benefited from a 2.1% growth in loans (mainly mortgages and loans to SMEs) and a 5.1% growth in deposits. Higher upfront refinancing fees on mortgage loans and a positive result on the interest rate position of the ALM, which benefited from decreasing interest rates, also contributed to boost revenues.

- The 18%[2] increase in revenue in Turkey was driven by strong volume growth in both loans and deposits.

- Interest revenues at Personal Finance also benefited from strong production growth.

**Costs** amounted to EUR 4,511 million, a slight rise of 1.4%[2] compared to 2013.

[2] Excluding non-business-related items.

- In Belgium, costs slightly decreased, illustrating the good cost control efforts through BNPPF for the Future programme and despite a EUR 65 million increase in Belgian banking taxes and levies. In 2014, BNP Paribas Fortis paid EUR 227 million in banking taxes and levies, including BNPPF's contribution to the Deposit Guarantee Scheme (DGS), the Financial Stability Contribution (FSC) and a regular and additional tax on saving deposits.

- In Turkey and Germany, costs increased in line with our growth ambitions.

As a result, **gross operating income** was up 10%[2] at EUR 2,500 million.

**Cost of risk** was down 47%[2], at EUR 283 million (18 basis points of outstanding customers loans), confirming the low level observed during the year and reflecting the good risk control.

**Share of Earnings of Associates** was down 29%[2], at EUR 150 million, despite a higher contribution from AG Insurance and mainly due to lower results in Leasing entities operating in Italy and India. The contribution from BNP Paribas Investment Partners was also lower in 2014 as the 2013 figure had recorded a non-recurrent result.

**Income tax** expenses in 2014 amounted to EUR 701 million.

BNP Paribas Fortis generated EUR 1,246 million in **net profit attributable to shareholders** in 2014, up 15%[2] compared to 2013.

The BNP Paribas Fortis **balance sheet total** amounted to EUR 275 billion at the end of 2014, EUR 19 billion or 7% higher than at the end of 2013[3]. The growth mainly resulted from strong growth in customer loans and deposits in Belgium and Turkey and the impact of a change in the reporting of the cash pooling activity at the branch in the Netherlands.

From a geographical point of view – based on the location of the BNP Paribas Fortis companies – 65% of the assets are located in Belgium, 8% in Luxembourg and 27% in other countries (of which 9% in Turkey).

BNPPF's **solvency** remained strong. At 31 December 2014, BNP Paribas Fortis' fully loaded Basel 3 Common Equity Tier 1 ratio was 11.9% and the phased-in Basel 3 Common Equity Tier 1 ratio stood at 14.5%.

**Liquidity** remained good, with a Liquidity Coverage Ratio (LCR) of 131%[4], customer deposits[5] standing at EUR 167 billion and customer loans at EUR 161 billion at 31 December 2014.

The BNP Paribas Fortis Board of Directors proposed at the Annual General Meeting of shareholders held on 23 April 2015 that a **dividend** of EUR 2.58 per share be distributed, payment to be made in cash.

## 6. Governance

### Board of Directors

In general, the Board of Directors (*Raad van Bestuur/Conseil d'Administration*) is responsible for BNPPF. The Board of Directors transfers all of its management authority ('bestuursbevoegdheid'/'pouvoirs de gestion') to an executive organ, i.e. the executive board ('directiecomité'/'comité de direction'), with the exception of

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3 The 2013 figures were restated in accordance with IFRS 11 (Joint Arrangements), which means that bpost bank and the Indian leasing entity SREI are no longer consolidated according to the proportionate method but are consolidated by the equity method. TEB was already reported on the basis of full consolidation at the end of 2013.

4 The LCR is computed on a perimeter including BNP Paribas Fortis sa/nv and its foreign branches as well as the Bass, Esmée, Scaldis en BNP Paribas Fortis Funding (Lux.) subsidiaries. Unless otherwise indicated, all the other figures presented refer to the full consolidation perimeter.

5 Customer deposits consist of amounts due to customers excluding repurchase agreements ('repos'). Customer loans are loans and receivables due from customers, excluding securities and reverse repos.

everything which, by virtue of the Belgian Companies Code or the Belgian Banking Law, remains with the Board of Directors. On 24 April 2015, the Board of Directors had 13 members, of which 8 members are non-executive and 5 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.

Non-Executive members:

- Herman Daems, Chairman
- Jean-Laurent Bonnafé
- Dirk Boogmans
- Antoinette d'Aspremont Lynden
- Sophie Dutordoir
- Alain Papiasse
- Thierry Varène
- Stefaan Decraene

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

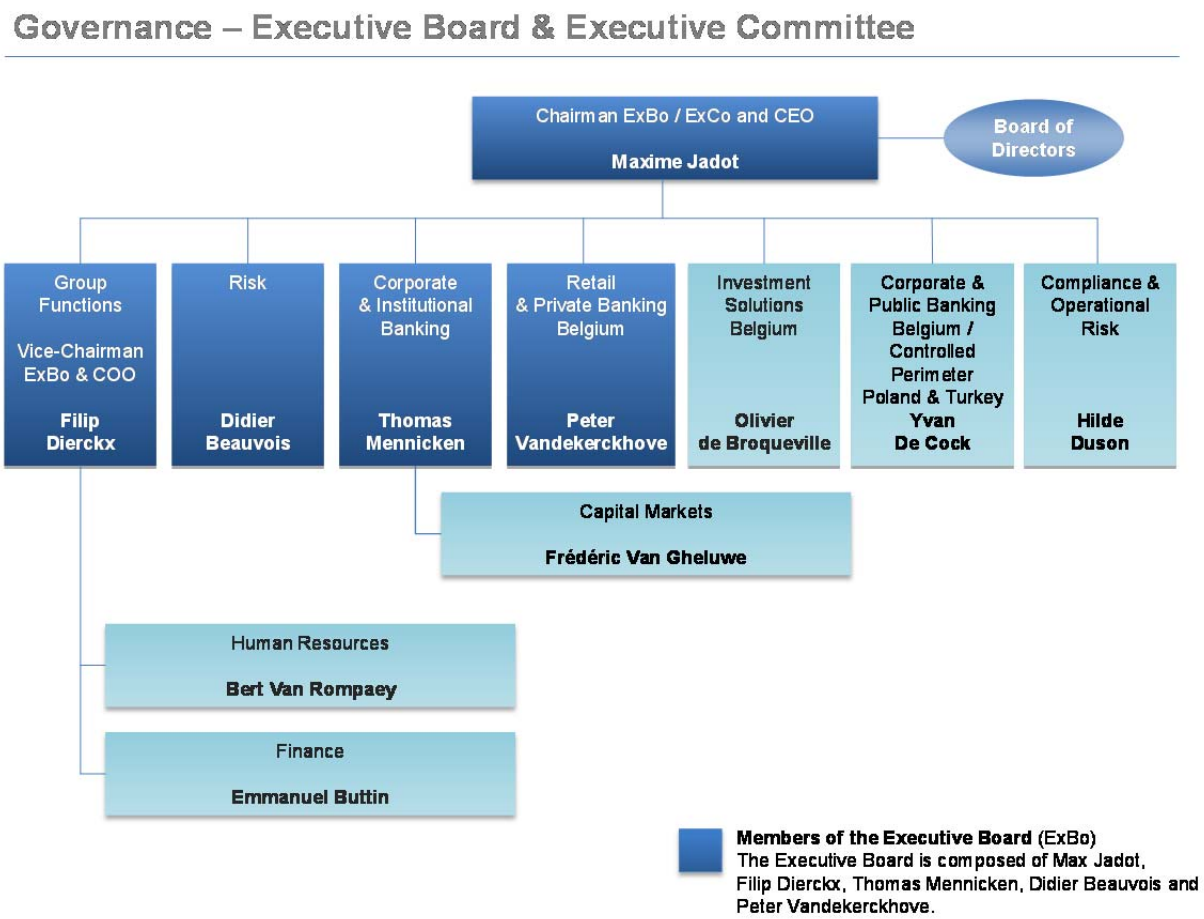
- Maxime Jadot, Chairman of the Executive Board/Executive Committee and CEO
- Filip Dierckx, Vice-Chairman of the Executive Board/Executive Committee
- Didier Beauvois
- Thomas Mennicken
- Peter Vandekerckhove

**Executive Committee**

The Executive Committee consists of 11 members, the five members of the Executive Board in their respective responsibilities, together with six heads of businesses or support services (reporting line between brackets). The Executive Committee (Exco) is responsible for the execution of strategy and policy of BNPPF. 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 and Head of Group functions (specific responsibilities include Finance, HR, IT & Operations and Tax)
- Didier Beauvois, Chief Risk Officer
- Thomas Mennicken, Head of Corporate & Institutional Banking

- Peter Vandekerckhove, Head of Retail & Private Banking Belgium
- Olivier de Broqueville, Head of Investment Solutions
- Bert Van Rompaey, Head of Human Resources
- Yvan De Cock, Head of Corporate & Public Banking Belgium
- Emmanuel Buttin, Head of Finance
- Frédéric Van Gheluwe, Head of Capital Markets
- Hilde Duson, Chief Compliance Officer




Vincent Bernard will succeed Emmanuel Buttin as Chief Financial Officer of BNPPF and will also become a member of the BNPPF Executive Committee from 1 September 2015.

**Principal activities performed by members of the Board of Directors and the Executive Committee outside BNPPF which are significant with respect to BNPPF**

- Herman Daems: Domo Investment Group, Director & Chairman of the Board of Directors (Permanent Representative of Crossbow); Vanbreda Risk and Benefits, Director; Uitgeverij Lannoo, Director & Chairman of the Board of Directors (Permanent Representative of Crossbow); KU Leuven, Chairman; Unibreda, Chairman; Crossbow, Managing Director.

- Jean-Laurent Bonnafé: BNP Paribas, Director & General Manager; Banca Nazionale del Lavoro SpA, Director; Carrefour, Director.

- Dirk Boogmans: Caesar Real Estate Fund, Chairman of the Board of Directors (via DAB Management); Collibra, Director(via DAB Management); P & V Verzekeringen, Director and President of the Audit & Risk Committee (via DAB Management); THV Noriant, Chairman; Vinçotte International, Director & Chairman of the Audit Committee (via DAB Management); Vivium, Director and Chairman of the Audit and Risk Committee (via DAB Management); GIMV, Director; NIBC, Advisor; Pensioensfonds Bouwnijverheid, Member of the Financial Committee; VUB & UZ-VUB, Chairman of the Audit Committee; Induss, Director (via DAB Management); VRWI (Vlaamse Raad voor Wetenschap en Innovatie), Chairman; Asap.be, Director.

- Antoinette d'Aspremont Lynden: Groupe Bruxelles Lambert, Director

- Sophie Dutordoir: Bpost, Independent Director & Member of the Audit Committee, member of the remuneration committee and member of the special board committee of independent directors; Valeo, Director & Member of the Strategic Committee; Poppeia BVBA, Partner & managing director.

- Alain Papiasse: BNP Paribas, Member of the Executive Committee; BNP Paribas UK Holdings, Vice-Chairman of the Board of Directors; BNP Paribas Securities (Japan) Limited, Director; Exane, Director; BNP Paribas North Americas, Chairman.

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

- Stefaan Decraene: Bank of the West, Director; Banc West Corporation, Director; BNP Cardif, Director; BNP Paribas, Member of the Executive Committee; TEB Holding, Board Member.

- Max Jadot: BNP Paribas, Member of the Executive Committee; Bekaert, Director; Finheuster, Director; Stichting Administratiekantoor Bekaert, Director; Stichting Administratiekantoor Bosmer, Independent Director; BGL BNP Paribas, Board Member; BNP Paribas Fondation, Administrateur du college du Fondateur; BNP Paribas Fortis, The Netherlands Branch, Director; Universitair Ziekenhuis Leuven (Gasthuisberg), Director.

- Filip Dierckx: I.V.D., Chairman; S.D. Work for Society, Chairman; SD WORX, Chairman; S.D. Private Stichting, Chairman; S.D. Diensten, Chairman; Fortis Private Equity Belgium, Member of the Board of Directors; BNP Paribas Belgian Branch, Chairman Board of Directors; Belgische Federatie van het Financiewezen (Febelfin) / BVB, Chairman & Member of the Board of Directors; Orientation Council Euronext, Member; Hazelheartwood, Director; BNP Paribas Fortis Foundation, Chairman; BNP Paribas Bank Polska SA, Vice-Chairman of the Supervisory Board.

- Didier Beauvois: None.

- Thomas Mennicken: BGL BNP Paribas, Director; Fortis Private Equity Belgium NV, Director.

- Yvan De Cock: BNP Paribas Fortis Foundation, Director; BNP Paribas Fortis Factor, Director; BNP Paribas Factoring Coverage Europe Holding, Director; Fortis Private Equity Belgium, Director; TEB A.S., Director & member of the Audit Committee (representative of BNPP Fortis); BNP Paribas Bank Polska SA, Director and member of the audit committee; BNPP Yatirimlar Holding, Director; BNPP Fortis Yatirimlar Holding, Director.

- Bert Van Rompaey: BNP Paribas Fortis Foundation, Director.

- Peter Vandekerckhove: AG Insurance, Director; Belgische Federatie van het Financiewezen (Febelfin) / BVB, Director; BNP Paribas Fortis Investment Partners (BNPP IP), Member of the Board of Directors (Permanent Representative of BNP Paribas Fortis); BNP Paribas Fortis Foundation, Director; Belgian Mobile Wallet, Director; Finedit, Director.

- Frédéric Van Gheluwe: None.

- Olivier de Broqueville: Xerus Management, Manager; Grandis, Director; LSM Advisory Board, Director; BNP Paribas Fortis Foundation, Director; EDP Fund, Director.

- Emmanuel Buttin: Bpost Bank, Member of the Board of Directors; Champy, Gérant.

**Administrative, management, and supervisory bodies conflicts of interests**

Aside from the matter mentioned on pages 235-236 of the 2014 annual report of BNPPF (incorporated by reference in this Base Prospectus), being the "Indemnification of Directors – Conflict of Interest" and "Remuneration and benefits awarded to the BNP Paribas Fortis Executive Directors" which were decisions of respectively, a meeting held on 10 July 2014 and of the Board of Directors of 20 March 2014, to the best of BNPPF's knowledge, no conflicts of interest exist between any duties to BNPPF of the persons set out above and their private interests and/or duties disclosed above. However, functional conflicts of interest may exist due to roles held by these persons in other affiliates of BNPPF.

**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**

*In general*. 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.

*Finance*. The audit committee monitors the integrity of financial statements of BNPPF. This includes, but is not limited to (i) the consistent application of accounting principles (and changes thereto) and the quality of internal control over financial reporting, (ii) the consolidation scope and accounting principles and (iii) the annual report and the statements to be made by the Board of Directors therein.

*Internal control and risk management*. The audit committee monitors the risk management function of BNPPF and the operation of internal risk management and control systems, including supervision of the enforcement of the relevant legislation and regulations.

*Internal audit*. The audit committee monitors the work performed by the internal audit department and endorses the annual audit plan, including focal point audit assignments, scope and audit budget. It monitors the follow-up that management gives to the internal audit's recommendations and takes part in the external quality assessment of the internal audit department organized at least once every five years and concurs in the appointment or dismissal of the general auditor.

*External audit*. The audit committee monitors the work performed by the statutory auditors, reviews their audit plan, formally evaluates their performance at least once every three (3) years against stated criteria and makes recommendations to the Board of Directors regarding their appointment or reappointment, mandate renewal and remuneration. The audit committee follows up on questions or recommendations of the statutory

auditors. The audit committee also monitors the independence of statutory auditors, including the review and approval of non-audit services provided to BNPPF.

**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 and responsibilities**

*In general*. 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.

*Special competences*. 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.

*Risk tolerance*. The risk committee shall review and make recommendations to the board of directors regarding (i) the risk tolerance of BNPPF and (ii) the risk strategy and risk management designed to guarantee the compliance of the risk taking of BNPPF with the risk tolerance. The risk committee assists the board of directors in its monitoring of the execution of the risk strategy by the executive board.

*Price setting*. The risk committee monitors that the price setting of the products sold and positions taken by BNPPF (both on- and off-balance) takes into account the risks (including reputational risks) BNPPF is taking by selling these products and taking these positions, in light of the business plan of BNPPF.

*Remuneration policy*. The risk committee monitors the features of the remuneration policy of BNPPF in order to verify that the reward incentives do not jeopardize the sound risk management, the own funds requirements, the liquidity requirements or the probability and recurrence of the profits of BNPPF.

**Corporate governance**

BNPPF generally complies with the principles and provisions of the Belgian corporate governance code of 2009 (the "**Code**"). Main differences relate to Principle 8 (*Dialogue with shareholders*). The fact that BNPPF is not able to comply with all of the provisions of Principle 8 of the Code relates to the ownership of BNPPF. On the one hand the 'free float' is limited to 0.07% of the issued shares while, on the other hand, is the fact of BNPPF's commercial and operational integration within its controlling shareholder, BNP Paribas SA, which holds 99.93% of the issued shares. Nevertheless, BNPPF constantly communicates with its various stakeholders through its website and other media.

## 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

**Macro-economic environment.**

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

In 2014, the global economy continued its slow recovery but there remain uncertainties, in particular in Europe where the economic performance during the second half of 2014 was weaker than expected. IMF and OECD[6] economic forecasts for 2015 indicate a continuation of moderate growth in developed economies but with differences between countries, including in the euro-zone, where growth is forecast to be weak in certain countries (including France and Italy). The forecast is similar for emerging markets (i.e., moderate growth but with areas of weakness). Short term risks to macroeconomic growth highlighted by the IMF include heightened geopolitical tensions and increased financial market volatility; medium-term risks highlighted include weak economic growth or stagnation in developed countries. Deflation remains a risk in the euro-zone, although the risk has been reduced through the ECB's announcement of non-conventional policy measures.

**Laws and Regulations Applicable to Financial Institutions.**

Laws and regulations applicable to financial institutions that have an impact on BNPPF have significantly evolved in the wake of the global financial crisis. The measures that have been proposed and/or adopted in recent years include more stringent capital and liquidity requirements (particularly for large global banking groups such as the BNP Paribas Group), taxes on financial transactions, restrictions and taxes on employee compensation, limits on the types of activities that commercial banks can undertake and ring-fencing or even prohibition of certain activities considered as speculative within separate subsidiaries, restrictions on certain types of financial products, increased internal control and reporting requirements, more stringent conduct of business rules, mandatory clearing and reporting of derivative transactions, requirements to mitigate risks in relation to over-the-counter derivative transactions and the creation of new and strengthened regulatory bodies. The measures that were recently adopted, or in some cases proposed and still under discussion, that have or are likely to affect BNPPF, include in particular the EU Directive and Regulation on prudential requirements "**CRD IV**" dated 26 June 2013 and many of whose provisions have been applicable since 1 January 2014; the proposals of technical regulatory and execution rules relating to the Directive and Regulation CRD IV published by the EBA; the Belgian Banking Law replacing the previous law of 1993 and introducing important changes; the Belgian Royal Decrees dated 22 February 2015 determining the entry into force of the Belgian Banking Law provisions relating to resolution (including the establishment of a Belgian Resolution Authority) and creating two preferential rights on the bank's moveables; the public consultation for the reform of the structure of the EU banking sector of 2013 and the European Commission's proposed regulation on structural measures designed to improve the strength of EU credit institutions of 29 January 2014; the proposal for a regulation on indices used as benchmarks in financial instruments and financial contracts; the European Single Supervisory Mechanism; the European Single Resolution Mechanism dated 15 July 2014 and the European Directive on Bank Recovery and Resolution dated 15 May 2014; the European Directive on Revised Deposit Guarantee Schemes dated 16 April 2014; the final rule for the regulation of foreign banks imposing certain liquidity, capital and other prudential requirements adopted by the U.S. Federal Reserve; the proposal of the U.S. Federal Reserve relating to liquidity ratios of large banks; and the "Volcker" Rule imposing certain restrictions on investments in or sponsorship of hedge funds and private equity funds and proprietary trading activities (of U.S. banks and to some extent non-U.S. banks) that was recently adopted by the U.S. regulatory authorities. More generally, regulators and legislators in any country may, at any time, implement new or different measures that could have a significant impact on the financial system in general or BNPPF in particular.

## 9. Profit forecasts or estimates

This Base Prospectus does not include any profit forecasts or estimates with regard to BNPPF.

[6] See in particular: International Monetary Fund. World Economic Outlook (WEO) Update, January 2015: Gross Currents; International Monetary Fund. 2014; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014); OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014

## 10. Accredited statutory auditors of BNPPF

The financial statements for the year ending 31 December 2014 of BNPPF have been audited by PricewaterhouseCoopers Reviseurs d'Entreprises S.C.C.R.L., represented by Roland Jeanquart, 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 Philip Maeyaert and Frank Verhaegen, Partners, Berkenlaan 8b, 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 31 March 2014. All are members of the *Instituut der Bedrijfsrevisoren (IBR)/Institut des Reviseurs d'Enterprises (IRE)*.

The financial statements for the year ending 31 December 2013 of BNPPF have been audited by PricewaterhouseCoopers Reviseurs d'Entreprises S.C.C.R.L., represented by Roland Jeanquart, 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 Philip Maeyaert and Frank Verhaegen, Partners, Berkenlaan 8b, 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 26 March 2014. All are members of the *Instituut der Bedrijfsrevisoren (IBR)/Institut des Reviseurs d'Enterprises* (IRE).

As a consequence of mandatory rotation rules regarding the representatives of the auditors, new representatives have been appointed by the shareholders meeting of BNPPF held in April 2015. The current representative of PricewaterhouseCoopers Reviseurs d'Entreprises S.C.C.R.L. is Damien Walgrave, and the current representatives of Deloitte Reviseurs d'Entreprises SC sous forme d'une S.C.R.L. are Yves Dehogne and Bernard De Meulemeester.See also the "General Information" section below.

## DESCRIPTION OF BGL

### 1. Information about the Issuer

The legal and commercial name of the Issuer is BGL BNP Paribas.

The Issuer was founded as a company under Belgian law on 29 September 1919 and was incorporated under the laws of the Grand Duchy of Luxembourg as a limited liability company (société anonyme) on 21 June 1935. The Issuer is registered with the *Registre du Commerce et des Sociétés de Luxembourg* under the number B 6481. It is incorporated for a period of unlimited duration. The Articles of Association of the Issuer have been amended several times, most recently by notarial deed in Luxembourg on 4 April 2013.

The Issuer's registered office is at 50, avenue J.F. Kennedy, L-2951 Luxembourg and its telephone number is +352 4242-1.

### 2. Business Overview

Founded in 1919 under the name "Banque Générale du Luxembourg", BGL BNP Paribas ranks among the leading banks on the Luxembourg financial market place. It has made a significant contribution to the country's emergence as a major international financial centre and is deeply rooted in Luxembourg's economic, cultural, sporting and social life.

As a partner with a longstanding commitment to the national economy, BGL BNP Paribas offers the widest range of products on the market not only for individuals but also for professional and institutional clients. BGL BNP Paribas is Luxembourg's number-one provider of banking services to professionals and small- and medium-sized companies[1], and number two in services for individuals resident in Luxembourg[2]. It is also the undisputed leader in bancassurance, providing combined offerings of insurance and banking services.

Following the merger of BNP Paribas Luxembourg into BGL BNP Paribas effective on 1 October, 2010, BGL BNP Paribas, together with the other BNP Paribas group entities is Luxembourg's number-one employer in the financial sector and the second largest employer in the private sector as a whole, counting 4,000 staff members.

BNP Paribas is present in 75 countries and has almost 188,000 employees, including more than 147,000 in Europe.[3] It ranks highly in its two core activities: Retail Banking & Services, Investment Solutions and Corporate & Institutional Banking.

*Activities*

BGL is active in the following areas:

- Retail and Corporate Banking Luxembourg (*Banque de détail et des entreprises Luxembourg*) including NetAgence (daily banking transactions) and Personal Investors (investment advice)
- Wealth Management
- Corporate and Institutional Banking

1 ILRS Survey, October 2014.
2 ILRS Survey, October 2014.
3 www.bnpparibas.com

*Retail and Corporate Banking Luxembourg*

Retail and Corporate Banking Luxembourg, via its four pillars – Retail Banking, Corporate Banking, Private Banking Luxembourg and the direct banking business offers a wide range of financial products and services to individual customers, professionals and companies through its network of 40 branches and its services or departments dedicated to businesses.

BGL's commercial banking operations cover Luxembourg and Germany through its Trier-Saarbrücken Branch. It offers comprehensive banking as well as cross-border products and services.

*Wealth Management*

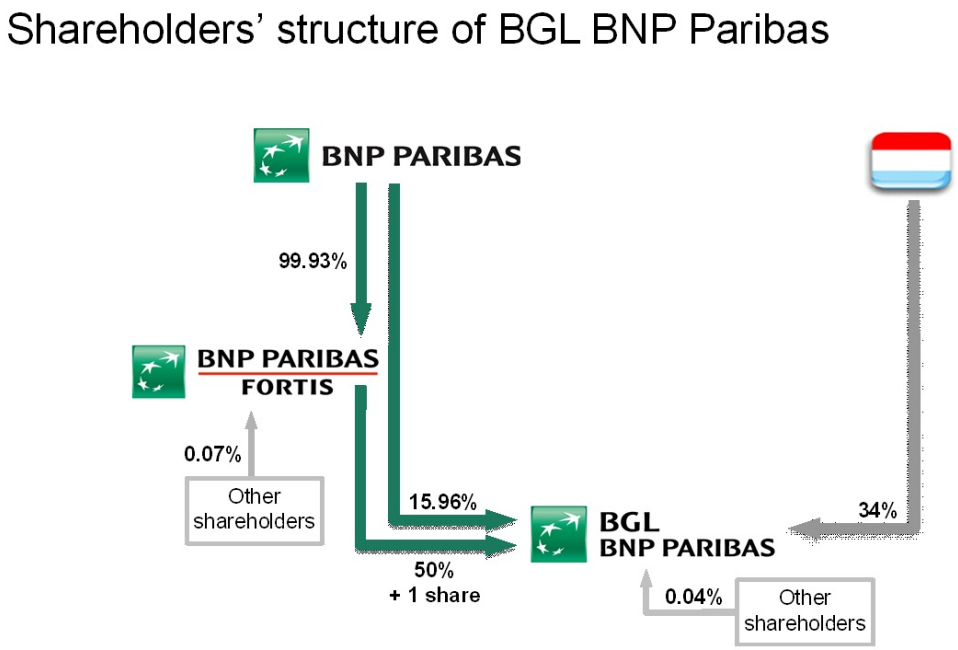
Wealth Management offers domestic and international clients a full range of customized investment and financial engineering solutions.

*Corporate and Institutional Banking*

Corporate and Institutional Banking offers a full range of products and services extending from fixed income, equity and derivatives, structured products, treasury, trading and sales, structured capital markets, optimized structured leasing and equity forward trading. In addition, Financial Institutions Coverage is responsible for the global relationship management of institutional clients in Luxembourg.

## 3. Shareholder Structure of BGL BNP Paribas

As at the date of this Base Prospectus, the following diagram summarizes the structure of the ownership of the share capital of BGL BNP Paribas:




## 4. Trend information

*Macro-economic environment*

Market and macroeconomic conditions affect BGL's results. The nature of BGL's business makes it particularly sensitive to market and macroeconomic conditions in Europe, which have been difficult and volatile in recent years.

In 2014, the global economy continued its slow recovery but there remain uncertainties, in particular in Europe where the economic performance during the second half of 2014 was weaker than expected. IMF and OECD[4] economic forecasts for 2015 indicate a continuation of moderate growth in developed economies but with differences between countries, including in the euro-zone, where growth is forecast to be weak in certain countries (including France and Italy). The forecast is similar for emerging markets (i.e., moderate growth but with areas of weakness). Short term risks to macroeconomic growth highlighted by the IMF include heightened geopolitical tensions and increased financial market volatility; medium-term risks highlighted include weak economic growth or stagnation in developed countries. Deflation remains a risk in the euro-zone, although the risk has been reduced through the ECB's announcement of non-conventional policy measures.

*Laws and Regulations Applicable to Financial Institutions*

Laws and regulations applicable to financial institutions that have an impact on BGL have significantly evolved in the wake of the global financial crisis. The measures that have been proposed and/or adopted in recent years include more stringent capital and liquidity requirements (particularly for large global banking groups such as the BNP Paribas Group), taxes on financial transactions, restrictions and taxes on employee compensation, limits on the types of activities that commercial banks can undertake and ring-fencing or even prohibition of certain activities considered as speculative within separate subsidiaries, restrictions on certain types of financial products, increased internal control and reporting requirements, more stringent conduct of business rules, mandatory clearing and reporting of derivative transactions, requirements to mitigate risks in relation to over-the-counter derivative transactions and the creation of new and strengthened regulatory bodies. The measures that were recently adopted, or in some cases proposed and still under discussion, that have or are likely to affect BGL, include in particular Directive 2013/36/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms (the "**CRD IV**") and Regulation (EU) No 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) No 648/2012 (the "**CRR**") on prudential requirements (the so-called "**CRD IV package**") dated 26 June 2013. Most of the provisions of the Regulation CRR are applicable since 1 January 2014 (as described in the CSSF Circular 14/583 relating to the entry into force of the CRR), supplemented by CSSF Regulation N°14-01 on the implementation of certain discretions contained in Regulation (EU) n° 575/2013 and by technical regulatory and execution rules relating to the Directive CRD IV and Regulation CRR published by the EBA; the public consultation for the reform of the structure of the EU banking sector of 2013 and the European Commission's proposed regulation on structural measures designed to improve the strength of EU credit institutions of 29 January 2014; the proposal for a regulation on indices used as benchmarks in financial instruments and financial contracts; the European single supervisory mechanism; the European proposal for a single resolution mechanism and the proposal for a European Directive on bank recovery and resolution; the Council Regulation (EU) No 1024/2013 (the "**SSM Regulation**") establishing the Single Supervisory Mechanism ("**SSM**") and Regulation (EU) No 468/2014 of the ECB dated 16 April 2014 establishing the framework for cooperation within the Single Supervisory Mechanism between the European Central Bank and national competent authorities and with national designated authorities (the "**SSM Framework Regulation**"); the EU Directive 2014/49/EU of 16 April 2014 on deposit guarantee scheme; the final rule for the regulation of foreign banks imposing certain liquidity, capital and other prudential requirements adopted by the U.S. Federal Reserve; the proposal of the U.S. Federal Reserve relating to liquidity ratios of large banks; and the "Volcker" Rule imposing certain restrictions on investments in or sponsorship of hedge funds and private equity funds and proprietary trading activities (of U.S. banks and to some extent non-U.S. banks) that was recently adopted by the U.S. regulatory authorities.

[4] See in particular: International Monetary Fund. World Economic Outlook (WEO) Update, January 2015: Gross Currents; International Monetary Fund. 2014; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014); OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014

More generally, regulators and legislators in any country may, at any time, implement new or different measures that could have a significant impact on the financial system in general or BGL in particular.

Save as set out above, there are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on BGL BNP Paribas' prospects for the current financial year.

## 5. Profit forecasts or estimates

The Base Prospectus does not contain any profit forecast or profit estimate.

## 6. Administrative, Management and Supervisory Bodies

### 6.1 Board of Directors and Management Board

As at the date of this Base Prospectus, the management of BGL was comprised of the following persons (and their principal outside activity):

**The Board of Directors**

Etienne Reuter
Secretary General, Ministry of Finance, Luxembourg
Chairman

Thierry Laborde(*)
Directeur Général adjoint de BNP Paribas, Paris
Vice-Chairman

HRH Prince Guillaume of Luxembourg, Luxembourg
Director

Jean-Marie Azzolin
Staff representative, Luxembourg
Director

Didier Beauvois
Member of the Executive Board of BNP Paribas Fortis, Brussels
Director

Francis Capitani
Staff representative, Luxembourg
Director

Jean Clamon
Corporate Director, Paris
Director

Gabriel Di Letizia
Staff representative, Luxembourg
Director

Camille Fohl
BNP Paribas Group

(*) Appointment subject to the approval of the CSSF

Responsible for Germany, Frankfurt
Director

Jean-Claude Gilbertz
Staff representative, Luxembourg
Director

Maxime Jadot
Chairman of the Management Committee of BNP Paribas Fortis, Brussels
Director

Carlo Krier
Staff representative, Luxembourg
Director

Vincent Lecomte
Head of BNP Paribas Wealth Management, Paris
Director

Corinne Ludes
Staff representative, Luxembourg
Director

Jean Meyer
Doctor of Law, attorney, Luxembourg
Director

Baudouin Prot
Corporate Director, Paris
Director

Denise Steinhäuser
Staff representative, Luxembourg
Director

Carlo Thelen(∗)
General Director of the Chamber of Commence, Luxembourg
Director

Tom Theves
First Advisor tot he Government, Luxembourg
Director

Carlo Thill
Chairman of the Management Board of BGL BNP Paribas, Luxembourg
Director

Michel Wurth
Economist, Luxembourg
Director

(∗) Appointment subject to the approval of the CSSF

**The Management Board**

Carlo Thill
Chairman

Fabrice Cucchi
Compliance
Member

Dominique Goulem
ALM/Treasury
Member

Patrick Gregorius
Human Resources
Member

Luc Henrard
Chief Risk Officer
Member

Marc Lenert
ITP and Operations
Member

Carlo Lessel
Chief Financial Officer
Member

Laure Morsy
Chief Operating Officer
Corporate and Institutional Banking
Member

Hubert Musseau
Wealth Management
Member

Kik Schneider
Retail and Corporate Banking
Member

For the purpose of this Base Prospectus the address of the Directors and the members of the Management Board is 50, avenue J.F. Kennedy, L-2951 Luxembourg.

The members of the Management Board work for the Issuer. In addition to their Luxembourg-based duties, under the practices of the BNP Paribas group some members of the Management Board also have high-level responsibilities with business areas of BNP Paribas and its affiliates.

6.2 **Administrative, Management and Supervisory bodies - conflicts of interests**

No conflicts of interest exist between any duties to BGL of the persons referred to in paragraph 6.1 and their private interests and/or other duties.

## 7. Major Shareholders

As at the date of this Base Prospectus, the major shareholders of BGL consist of:

- The Grand Duchy of Luxembourg holding 34 per cent. of the share capital of BGL BNP Paribas; and
- BNP Paribas holding directly 15.96 per cent. and indirectly 50 per cent. + 1 share, via BNP Paribas Fortis SA/NV (of which BNP Paribas owns 99.93 per cent. of the share capital), of the share capital of BGL.

BGL is managed by a Board of Directors and a Management Board. The Board of Directors is composed of mainly non executive directors and a certain number of staff representatives. As a credit institution, BGL is regulated by the CSSF.

## 8. Financial Information concerning BGL's Assets and Liabilities, Financial Position and Profits and Losses

### 8.1 Financial statements

BGL's financial statements incorporated by reference in this Base Prospectus are produced on a consolidated basis.

The financial statements of BGL are consolidated into the financial statements of BNP Paribas Fortis SA/NV. The consolidated financial statements of BNP Paribas Fortis SA/NV are available at its registered office: Montagne du Parc 3, 1000 Brussels, Belgium and via the website of BNPP (https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx).

### 8.2 Auditing of historical annual financial information

The financial statements of BGL for the years ending 31 December 2013 and 31 December 2014 have been audited without qualification by PricewaterhouseCoopers, Société coopérative, 2, rue Gerhard Mercator, B.P. 1443, L-1014 Luxembourg.

BGL also publishes an abridged form of non-consolidated accounts which are included in its annual reports.

No other information in this Base Prospectus has been audited by the independent auditors.

### 8.3 Interim Financial Information

The Issuer published its unaudited interim financial statements for the six month period ended 30 June 2014.

### 8.4 Legal and arbitration proceedings

There have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which BGL is aware) during a period covering 12 months prior to the date of this Base Prospectus which may have, or have had in the recent past significant effects on BGL's financial position or profitability.

## 9. Material Contracts

The Issuer has not entered into any material contracts outside the scope of its ordinary course of business, which could result in the Issuer being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to holders of notes.

## 10. Recent Developments

In 2014, BGL BNP Paribas made public announcements (each a "**Press Release**") which included the following:

(a) Press Release dated 2 April 2015 in respect of BGL BNP Paribas financial results for the year to 31 December 2014.

## 11. Dependence upon other BNPP Group entities

BGL has certain IT dependency upon other entities within the BNPP Group which may be summarised as follows:

- BGL's corporate and institutional banking (CIB) business shares most of its front and back-office IT platforms with BNPP; and
- Other business lines and functions share various platforms with other entities within the BNPP Group, but not necessarily to the same extent as the CIB business.

See also the "General Information" section below.

## BOOK-ENTRY CLEARANCE SYSTEMS

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Clearstream, Luxembourg, Euroclear, Euroclear France, Clearstream, Frankfurt, Iberclear or Monte Titoli (together, the "**Clearing Systems**") currently in effect and subject as provided in the applicable Final Terms. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of BNPP B.V., BNPP, BP2F, BNPPF, BGL or any agent party to the Note Agency Agreement or Agency Agreement will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Securities held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

## BOOK-ENTRY SYSTEMS

### *DTC*

DTC has advised BNPP that it is a limited purpose trust company organised under the New York Banking Law, a banking organisation within the meaning of the New York Banking Law, a clearing corporation within the meaning of the New York Uniform Commercial Code and a clearing agency registered pursuant to Section 17A of the Exchange Act. DTC holds securities that its participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerised book-entry changes in Direct Participants accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the Financial Industry Regulatory Authority, Inc., Access to the DTC system is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**").

Under the rules, regulations and procedures creating and affecting DTC and its operations (the "**Rules**"), DTC makes book-entry transfers of Securities represented by Rule 144A Global Securities held by a Custodian on behalf of DTC among Direct Participants on whose behalf it acts with respect to Securities accepted into DTC's book-entry settlement system ("**DTC Securities**") as described below and receives and transmits payments on DTC Securities. The Rules are on file with the Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Securities ("**Beneficial Owners**") have accounts with respect to the DTC Securities similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Beneficial Owners. Accordingly, although Beneficial Owners who hold DTC Securities through Direct Participants or Indirect Participants will not possess definitive Securities, the Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive payments and will be able to transfer their interest in respect of the DTC Securities.

Purchases of DTC Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Securities on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Securities are to be accomplished by entries made on the books of Direct Participants or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Securities, except in the event that use of the book-entry system for the DTC Securities is discontinued.

To facilitate subsequent transfers, all DTC Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or any other nominee as may be requested by an authorised representative of DTC. The deposit of DTC Securities with DTC and their registration in the name of Cede & Co. or any other nominee effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such DTC Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

***Clearstream, Luxembourg, Euroclear and Clearstream, Frankfurt***

Clearstream, Luxembourg, Euroclear and Clearstream, Frankfurt each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Clearstream, Luxembourg, Euroclear and Clearstream, Frankfurt provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream, Luxembourg, Euroclear and Clearstream, Frankfurt also deal with domestic securities markets in several countries through established depositary and custodial relationships. Clearstream, Luxembourg, Euroclear and Clearstream, Frankfurt have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Clearstream, Luxembourg, Euroclear and Clearstream, Frankfurt customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Clearstream, Luxembourg, Euroclear and Clearstream, Frankfurt is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

***Euroclear France***

Euroclear France holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between its respective account holders. Euroclear France customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations.

***Euroclear Finland***

Euroclear Finland Ltd. is a Finnish private limited liability company which manages account operations and clearing activities for the Finnish financial market. Euroclear Finland is an authorised central securities depositary pursuant to the Finnish Act on the Book-Entry System and Clearing (*Fin. laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (749/2012)) and is acting under the supervision of the Finnish Financial Supervisory Authority (*Fin. Finanssivalvonta*). Euroclear Finland is owned by Euroclear SA/NV.

In order to effect entries in the Finnish book-entry securities system, a holder of securities or such holder's nominee must establish a book-entry account with Euroclear Finland or with a licensed account operator or register its securities through nominee registration. Each book-entry account must give the particulars of the account holder and other holders of rights to the book-entries in the account or of the manager of a nominee registration who manages the assets in the nominee-registered account, as well as information on the account operator for the account. The required information includes the type and number of the book-entry securities registered in the account as well as the rights and restrictions pertaining to the account and the book-entries. Any nominee-registered account must be identified when making entries in the account.

In conjunction with an issue of securities to be registered in the Euroclear Finland System (subject to certain exemptions), the relevant Issuer must engage a financial institution authorised by Euroclear Finland to operate as an issuer agent. The issuer agent is responsible for ensuring that the instructions received from the relevant Issuer with respect to the issue are duly registered. The issuer agent will be authorised to act on behalf of the relevant Issuer in dealings with Euroclear Finland.

***Euroclear Sweden***

Euroclear Sweden AB ("**Euroclear Sweden**") is a Swedish private limited liability company which manages account operations and clearing activities for the Swedish financial market. Euroclear Sweden is an authorised central securities depositary pursuant to the Swedish Financial Instruments Accounts Act (*SFS 1998: 1479*) (*Sw. Lagen (1998:1479) om kontoföring av finansiella instrument*) and is acting under the supervision of the Swedish Financial Supervisory Authority (*Sw. Finansinspektionen*). Euroclear Sweden is owned by Euroclear S.A.

For each Security issued through Euroclear Sweden, a so called CSD register (*Sw. avstämningsregister*) (a "**CSD Register**") is created. The CSD Register will consist of a number of accounts, one for each holder of the Security in question. Such account is opened by the holder in person or by a nominee (*Sw. förvaltare*) on behalf of the holder. Title to a registered Security is transferred through registration in the system operated by Euroclear Sweden (the "**VPC System**").

In conjunction with an issue of securities to be registered in the VPC System, the relevant Issuer must engage a financial institution authorised by Euroclear Sweden to operate as an issuer agent. The issuer agent is responsible for ensuring that the instructions received from the relevant Issuer with respect to the issue are duly registered. The issuer agent will be authorised to act on behalf of the relevant Issuer in dealings with Euroclear Sweden.

***Iberclear***

"Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal" – whose commercial name is Iberclear – is the Spanish Central Securities Depository. Iberclear is set up as a company as stated in article 44 bis of the "Stock Market" Law 24/1988, 28 July (article introduced by Section Two of Article 1 of the Reform Measures of the Financial System Law 44/2002, 22 November). Article "44" bis of Law 24/1988 dated 28 July assigns Iberclear the right of all functions as indicated in the legal regulations containing its legal regime, in accordance with the following: (a) to maintain the Securities Registry by means of book-entry form of all eligible securities listed on the Spanish Stock Exchanges and the Public Debt Market as well as the securities listed on other secondary markets when requested by the appropriate governing bodies; (b) to manage the settlement, and when appropriate, the clearing of securities and money resulting from those trades settled on the Stock Exchanges, Public Debt Market and, when appropriate, the secondary markets; (c) to provide technical and operational services directly related to the Registering, Clearing and Settlement of securities which allows Iberclear to collaborate in, or co-ordinate with, other services related to Registering, Clearing and Settlement of securities as well as allowing it to participate in them; and (d) anything else that the Government entrusts to Iberclear provided permission has been first sought from the market supervisory bodies, be it the CNMV (*Comisión Nacional del Mercado de Valores*) or the Banco de España.

***Monte Titoli***

Monte Titoli S.p.A. has been authorised to operate the settlement services by the Bank of Italy, which directly managed a securities settlement procedure in the past.

The Centralised Administration Service is carried out by Monte Titoli as the sole Italian Central Securities Depository.

Any type of non-derivative financial instrument, whether Italian or foreign, can be admitted to Monte Titoli's system and registered by means of book entries without any physical movement and with high standards of security and efficiency.

Nearly all the centralised securities are booked in dematerialised form. Financial instruments that still exist in paper form are represented by global or jumbo certificates.

Both Italian and non-resident intermediaries, issuers, or clearing and settlement institutions may participate in Monte Titoli's Centralised Administration Service.

***Euroclear UK & Ireland Limited***

CREST Dematerialised Securities will be issued and held in registered, uncertificated form in accordance with the Uncertificated Securities Regulations 2001, including any modification or re-enactment thereof from time to time (the "**Uncertificated Securities Regulations**"), and as such are dematerialised securities and not constituted by any physical document of title. CREST Dematerialised Securities are participating securities for the purposes of the Uncertificated Securities Regulations. Title to the CREST Dematerialised Securities is recorded on the relevant operator register of eligible debt securities. The Operator is Euroclear UK & Ireland Limited.

The Euroclear Registrar on behalf of BNPP B.V. as Issuer will maintain a record of uncertificated eligible debt securities (the "**Record**") in relation to the CREST Dematerialised Securities and will procure that the Record is regularly updated to reflect the Operator register of eligible debt securities in accordance with the rules of the Operator. Subject to this requirement, (i) each person who is for the time being shown in the Record as the holder of a particular number of CREST Dematerialised Securities shall be treated by BNPP B.V. as Issuer, BNPP as Guarantor, the Euroclear Registrar and any other person as the holder of such number of CREST Dematerialised Securities for all purposes (and the expressions "**Holder**" and "**Holder of Securities**" and related expressions in the context of CREST Dematerialised Securities shall be construed accordingly), and (ii) none of BNPP B.V. as Issuer, BNPP as Guarantor, the Euroclear Registrar and any other person shall be liable in respect of any act or thing done or omitted to be done by it or on its behalf in reliance upon the assumption that the particulars entered in the Record which the Euroclear Registrar maintains are in accordance with particulars entered in the Operator register of eligible debt securities relating to the CREST Dematerialised Securities.

**Book-entry Ownership of and Payments in respect of DTC Securities**

If a Rule 144A Global Security is to be registered in the name of a nominee of DTC, the relevant Issuer will apply to DTC in order to have the Securities represented by such Rule 144A Global Security accepted in its book-entry settlement system. Upon the issue of any Rule 144A Global Security to be held by a Custodian on behalf of DTC, DTC or the Custodian will credit, on its internal book-entry system, the respective nominal amounts of the individual beneficial interests represented by such Rule 144A Global Security to the accounts of the relevant Direct Participants. Ownership of beneficial interests in any such Rule 144A Global Security will be limited to Direct Participants or Indirect Participants, including the respective depositaries of Clearstream, Luxembourg, Euroclear and any other clearing systems as may be applicable. Ownership of beneficial interests in any such Rule 144A Global Security held by a Custodian on behalf of DTC will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments in U.S. dollars in respect of a Rule 144A Global Security registered in the name of DTC's nominee will be made to the New York Warrant Agent or New York Certificate Agent, as the case may be, to the order of such nominee as the registered Holder. In the case of any payment in a currency other than U.S. dollars, payment will be made to the New York Warrant Agent or New York Certificate Agent, as the case may be, on behalf of DTC's nominee and the New York Warrant Agent or New York Certificate Agent, as the case may be, will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial Holders of interests in the Rule 144A Global Security held by a Custodian on behalf of DTC in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into U.S. dollars and credited to the applicable Direct Participants' account, provided that (a) the New York Warrant Agent or New York Certificate Agent, as the case may be, shall not be obligated to convert any currency whose conversion the New York Warrant Agent or New York

Certificate Agent, as the case may be, in its sole discretion, deems impracticable, and (b) the New York Warrant Agent or New York Certificate Agent, as the case may be, has received notice by 11:00 a.m. two Business Days prior to the Settlement Date, Redemption Date or Interest Payment Date, as the case may be, of the currency and the amount thereof to be converted into U.S. dollars. Conversion of a currency other than U.S. dollars into U.S. dollars will be carried out by the New York Warrant Agent or New York Certificate Agent, as the case may be, based on the actual exchange rate received in the currency conversion, which will occur at the New York Warrant Agent's or New York Certificate Agent's, as the case may be, bid quotation for U.S. dollars at or prior to 11:00 a.m. on the Settlement Date, Redemption Date or Interest Payment Date, as the case may be. The costs of conversion will be deducted from the amount of the payment credited to the applicable Participants' account. Except in the case of its gross negligence or wilful misconduct, the New York Warrant Agent or New York Certificate Agent, as the case may be, shall not be liable to any holder of Securities for any delay in conversion or for any amounts in excess of the amounts actually received by it upon conversion of a currency other than U.S. dollars into U.S. dollars, or for its inability to convert any such currency into U.S. dollars at a commercially reasonable rate or at any rate.

BNPP expects that payments by Direct Participants to Beneficial Owners of Securities will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Direct Participant and not the responsibility of DTC, any Warrant Agent or Certificate Agent, as the case may be, or BNPP. Payments on Securities to DTC is the responsibility of BNPP.

**Transfers of Securities Represented by Global Securities**

Transfers of any interests in Securities represented by a Global Security within DTC, Clearstream, Luxembourg, Euroclear, Euroclear France, and/or any other clearing systems as may be applicable will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some states within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Securities represented by a Global Security to such persons may depend upon the ability to exchange such Securities for Securities in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC to pledge such Securities to persons or entities that do not participate in the DTC system or otherwise to take action in respect of such Securities may depend upon the ability to exchange such Securities for Securities in definitive form. The ability of any person having a beneficial interest in Securities represented by a Rule 144A Global Security held by a Custodian on behalf of DTC to resell, pledge or otherwise transfer such Securities may be impaired if the proposed transferee of such Securities is not eligible to hold such Securities through a Direct Participant or Indirect Participant in the DTC system.

Subject to compliance with the transfer restrictions applicable to Rule 144A Global Securities described under "Notice to Purchasers and Holders of U.S. Securities and Transfer Restrictions", crossmarket transfers between DTC, on the one hand, and direct or indirect account holders of Clearstream, Luxembourg, Euroclear or any other clearing systems as may be applicable, on the other, will be effected by the relevant Clearing System in accordance with its rules and through action taken by the relevant Agent and any custodian with whom the relevant Global Securities have been deposited.

On or after the issue date for any Securities, transfers of such Securities between account Holders in Clearstream, Luxembourg, Euroclear and/or any other clearing system as may be applicable and transfers of such Securities between Direct Participants in DTC will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment may apply to such transfers.

For cross-market transfers between accountholders in Clearstream, Luxembourg or Euroclear, DTC and/or any other clearing system as may be applicable, participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Clearstream, Luxembourg or Euroclear, on the other, transfers of interests in the relevant Global Securities will be effected through relevant Agent

receiving instructions (and where appropriate certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. In the case of cross-market transfers, settlement between Clearstream, Luxembourg, Euroclear and/or any other clearing systems as may be applicable accountholders and Direct Participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

DTC, Clearstream, Luxembourg, Euroclear and any other clearing system as may be applicable have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Global Securities among participants and accountholders of DTC, Clearstream, Luxembourg, Euroclear and any other clearing systems as may be applicable. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuers, any Agent will be responsible for any performance by DTC, Clearstream, Luxembourg, Euroclear or any other clearing system as may be applicable or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Securities represented by Global Securities or for maintaining, supervising or reviewing any records relating to such beneficial interests.

## TAXATION

The statements herein regarding taxation are based on the laws in force in the European Union, Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, the Grand Duchy of Luxembourg, The Netherlands, Poland, Portugal, Spain, Sweden, the United Kingdom and the United States, as applicable, as of the date of this Base Prospectus and are subject to any changes in law. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Securities. Each prospective holder or beneficial owner of Securities should consult its tax adviser as to each of the EU Directive on the Taxation of Savings Income, the Danish, the Dutch, the Finnish, the French, the Luxembourg, the Hungarian, the Irish, the Belgian, the Spanish, the Czech, the UK, the Italian, the German, the Greek, the Swedish, the Portuguese, the Austrian, the Polish and the U.S. federal income tax consequences, as applicable, of any investment in or ownership and disposition of the Securities.

## EU DIRECTIVE ON THE TAXATION OF SAVINGS INCOME

Under Council Directive 2003/48/EC on the taxation of savings income (the "**Savings Directive**"), Member States are required to provide to the tax authorities of other Member States details of certain payments of interest or similar income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State.

For a transitional period, Austria is required (unless during that period it elects otherwise) to operate a withholding system in relation to such payments. The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 24 March 2014, the Council of the European Union adopted a Council Directive (the "**Amending Directive**") amending and broadening the scope of the requirements described above. The Amending Directive requires Member States to apply these new requirements from 1 January 2017 and if they were to take effect the changes would expand the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities. They would also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported or subject to withholding. This approach will apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

However, the European Commission has proposed the repeal of the Savings Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before these dates). This is to prevent overlap between the Savings Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). The proposal also provides that, if it proceeds, Member States will not be required to apply the new requirements of the Amending Directive.

## AUSTRIAN TAXATION

*This section on taxation contains a brief summary of the Issuers' understanding with regard to certain important principles which are of significance in connection with the purchase, holding or sale of the Securities in the Republic of Austria. This summary does not purport to exhaustively describe all possible tax aspects and does not deal with specific situations which may be of relevance for certain potential investors. The following comments are rather of a general nature and included herein solely for information purposes. They are not intended to be, nor should they be construed to be, legal or tax advice. This summary is based on the currently applicable tax legislation, case law and regulations of the tax authorities, as well as their respective interpretation, all of which may be amended from time to time. Such amendments may possibly also be effected with retroactive effect and may negatively impact on the tax consequences described. It is recommended that potential investors in the Securities consult with their legal and tax advisors as to the tax consequences of the purchase, holding or sale of the Securities. Tax risks resulting from the Securities (in particular from a potential qualification as a foreign investment fund within the meaning of sec. 188 of the Austrian Investment Funds Act 2011 (Investmentfondsgesetz 2011)) shall in any case be borne by the investor. For the purposes of the following it is assumed that the Securities are legally and factually offered to an indefinite number of persons.*

### General remarks

Individuals having a domicile (*Wohnsitz*) and/or their habitual abode (*gewöhnlicher Aufenthalt*), both as defined in sec. 26 of the Austrian Federal Fiscal Procedures Act (*Bundesabgabenordnung*), in Austria are subject to income tax (*Einkommensteuer*) in Austria on their worldwide income (unlimited income tax liability; *unbeschränkte Einkommensteuerpflicht*). Individuals having neither a domicile nor their habitual abode in Austria are subject to income tax only on income from certain Austrian sources (limited income tax liability; *beschränkte Einkommensteuerpflicht*).

Corporations having their place of management (*Ort der Geschäftsleitung*) and/or their legal seat (*Sitz*), both as defined in sec. 27 of the Austrian Federal Fiscal Procedures Act, in Austria are subject to corporate income tax (*Körperschaftsteuer*) in Austria on their worldwide income (unlimited corporate income tax liability; *unbeschränkte Körperschaftsteuerpflicht*). Corporations having neither their place of management nor their legal seat in Austria are subject to corporate income tax only on income from certain Austrian sources (limited corporate income tax liability; *beschränkte Körperschaftsteuerpflicht*).

Both in case of unlimited and limited (corporate) income tax liability Austria's right to tax may be restricted by double taxation treaties.

### Income taxation of the Securities

Pursuant to sec. 27(1) of the Austrian Income Tax Act (*Einkommensteuergesetz*), the term investment income (*Einkünfte aus Kapitalvermögen*) comprises:

- income from the letting of capital (*Einkünfte aus der Überlassung von Kapital*) pursuant to sec. 27(2) of the Austrian Income Tax Act, including dividends and interest;
- income from realised increases in value (*Einkünfte aus realisierten Wertsteigerungen*) pursuant to sec. 27(3) of the Austrian Income Tax Act, including gains from the alienation, redemption and other realisation of assets that lead to income from the letting of capital, zero coupon bonds and broken-period interest; and
- income from derivatives (*Einkünfte aus Derivaten*) pursuant to sec. 27(4) of the Austrian Income Tax Act, including cash settlements, option premiums received and income from the sale or other realisation of forward contracts like options, futures and swaps and other derivatives such as index certificates.

Also the withdrawal of the Securities from a bank deposit (*Depotentnahme*) and circumstances leading to a loss of Austria's taxation right regarding the Securities vis-à-vis other countries, for example, a relocation from Austria (*Wegzug*), are in general deemed to constitute a sale (*cf.* sec. 27(6)(1) of the Austrian Income Tax Act).

Individuals subject to unlimited income tax liability in Austria holding the Securities as non-business assets are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. In case of investment income with an Austrian nexus (*inländische Einkünfte aus Kapitalvermögen*), basically meaning income paid by an Austrian paying agent (*auszahlende Stelle*) or an Austrian custodian agent (*depotführende Stelle*), the income is subject to withholding tax (*Kapitalertragsteuer*) of 25 per cent.; no additional income tax is levied over and above the amount of tax withheld (final taxation pursuant to sec. 97(1) of the Austrian Income Tax Act). In case of investment income without an Austrian nexus, the income must be included in the investor's income tax return and is subject to income tax at a flat rate of 25 per cent. In both cases upon application the option exists to tax all income subject to income tax at the flat rate of 25 per cent. at the lower progressive income tax rate (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). Sec. 27(8) of the Austrian Income Tax Act, *inter alia*, provides for the following restrictions on the offsetting of losses: negative income from realised increases in value and from derivatives may be neither offset against interest and other claims *vis-à-vis* credit institutions nor against income from private law foundations and comparable legal estates (*privatrechtliche Stiftungen und damit vergleichbare Vermögensmassen*); income subject to income tax at the flat rate of 25 per cent. may not be offset against income subject to the progressive income tax rate (this equally applies in case of an exercise of the option to regular taxation); negative investment income not already offset against positive investment income may not be offset against other types of income.

Individuals subject to unlimited income tax liability in Austria holding the Securities as business assets are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. In case of investment income with an Austrian nexus the income is subject to withholding tax of 25 per cent. While withholding tax has the effect of final taxation for income from the letting of capital, income from realised increases in value and income from derivatives must be included in the investor's income tax return (nevertheless income tax at the flat rate of 25 per cent.). In case of investment income without an Austrian nexus, the income must always be included in the investor's income tax return (generally income tax at the flat rate of 25 per cent.). In both cases upon application the option exists to tax all income subject to tax at the flat rate of 25 per cent. at the lower progressive income tax rate (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). Pursuant to sec. 6(2)(c) of the Austrian Income Tax Act, depreciations to the lower fair market value and losses from the alienation, redemption and other realisation of financial assets and derivatives in the sense of sec. 27(3) and (4) of the Austrian Income Tax Act, which are subject to income tax at the flat rate of 25 per cent., are primarily to be offset against income from realised increases in value of such financial assets and derivatives and with appreciations in value of such assets; only half of the remaining negative difference may be offset against other types of income (and carried forward).

Pursuant to sec. 7(2) of the Austrian Corporate Income Tax Act (*Körperschaftsteuergesetz*), corporations subject to unlimited corporate income tax liability in Austria are subject to corporate income tax on income in the sense of sec. 27(1) of the Austrian Income Tax Act from the Securities at a rate of 25 per cent. In the case of income in the sense of sec. 27(1) of the Austrian Income Tax Act with an Austrian nexus the income is subject to withholding tax of 25 per cent., which can be credited against the corporate income tax liability. However, under the conditions set forth in sec. 94(5) of the Austrian Income Tax Act withholding tax is not levied in the first place. Losses from the alienation of the Securities can be offset against other income (and carried forward).

Pursuant to sec. 13(3)(1) in connection with sec. 22(2) of the Austrian Corporate Income Tax Act private foundations (*Privatstiftungen*) pursuant to the Austrian Private Foundations Act (*Privatstiftungsgesetz*) fulfilling the prerequisites contained in sec. 13(3) and (6) of the Austrian Corporate Income Tax Act and holding the Securities as non-business assets are subject to interim taxation at a rate of 25 per cent. on interest income, income from realised increases in value and income from derivatives (*inter alia*, if the latter are in the form of securities). Interim tax does not fall due insofar as distributions subject to withholding tax are made to beneficiaries in the same tax period. In case of investment income with an Austrian nexus income is in general subject to withholding tax of 25 per cent., which can be credited

against the tax falling due. Under the conditions set forth in sec. 94(12) of the Austrian Income Tax Act withholding tax is not levied.

Individuals and corporations subject to limited (corporate) income tax liability in Austria are taxable on investment income from the Securities if they have a permanent establishment (*Betriebsstätte*) in Austria and the Securities are attributable to such permanent establishment (*cf.* sec. 98(1)(3) of the Austrian Income Tax Act, sec. 21(1)(1) of the Austrian Corporate Income Tax Act). Individuals subject to limited income tax liability in Austria are also taxable on interest in the sense of the Austrian EU Withholding Tax Act (EU-*Quellensteuergesetz*, see below) from the Securities if withholding tax is levied on such interest (this does not apply, *inter alia*, if the Issuers have neither their places of management nor their legal seats in Austria and are not acting through Austrian branches, which condition the Issuers understand to be fulfilled in the case at hand; *cf.* sec. 98(1)(5)(b) of the Austrian Income Tax Act).

Pursuant to sec. 93(6) of the Austrian Income Tax Act, the Austrian custodian agent is obliged to automatically offset negative investment income against positive investment income, taking into account all of a taxpayer's bank deposits with the custodian agent. If negative and at the same time or later positive income is earned, then the negative income is to be offset against the positive income. If positive and later negative income is earned, then withholding tax on the positive income is to be credited, with such tax credit being limited to 25 per cent. of the negative income. In certain cases the offsetting is not permissible. The custodian agent has to issue a written confirmation on each offsetting of losses.

Pursuant to sec. 188 of the Austrian Investment Funds Act 2011 as amended in the course of the implementation of Directive 2011/61/EU, the term "foreign investment fund" comprises (i) undertakings for collective investment in transferable securities the state of origin of which is not Austria; (ii) alternative investment funds pursuant to the Austrian Act on Alternative Investment Fund Managers (*Alternative Investmentfonds Manager-Gesetz*) the state of origin of which is not Austria; and (iii) secondarily, undertakings subject to a foreign jurisdiction, irrespective of the legal form they are organized in, the assets of which are invested according to the principle of risk-spreading on the basis either of a statute, of the undertaking's articles or of customary exercise, if one of the following conditions is fulfilled: (a) the undertaking is factually, directly or indirectly, not subject to a corporate income tax in its state of residence that is comparable to Austrian corporate income tax; (b) the profits of the undertaking are in its state of residence subject to corporate income tax that is comparable to Austrian corporate income tax, at a rate of less than 15 per cent.; or (c) the undertaking is subject to a comprehensive personal or material tax exemption in its state of residence. Certain collective investment vehicles investing in real estate are exempted. To date no guidance has been issued by the tax authorities on the interpretation of this new provision. In case of a qualification as a foreign investment fund the tax consequences would substantially differ from those described above.

**EU withholding tax**

Sec. 1 of the Austrian EU Withholding Tax Act – implementing Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments – provides that interest payments paid or credited by an Austrian paying agent (*Zahlstelle*) to a beneficial owner who is an individual resident in another EU Member State (or in certain dependent or associated territories, which currently include Anguilla, Aruba, the British Virgin Islands, Curaçao, Guernsey, the Isle of Man, Jersey, Montserrat, Sint Maarten and the Turks and Caicos Islands) are subject to EU withholding tax (*EU-Quellensteuer*) of 35 per cent.. Sec. 10 of the Austrian EU Withholding Tax Act provides for an exemption from EU withholding tax if the beneficial owner presents to the paying agent a certificate drawn up in his/her name by the competent authority of his/her EU Member State of residence for tax purposes, indicating the name, address and tax or other identification number or, failing such, the date and place of birth of the beneficial owner, the name and address of the paying agent, and the account number of the beneficial owner or, where there is none, the identification of the security; such certificate shall be valid for a period not exceeding three years. Pursuant to Council Directive 2014/107/EU of 9 December 2014 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation, interest, dividends and similar types of income as well as account balances and sales proceeds from financial assets shall in general be automatically exchanged as of 1 January 2016 with respect to

taxable periods as from that date. Although Austria only will have to apply these provisions from 1 January 2017 with respect to taxable periods as from that date, it announced that it will not make full use of the derogation and will already exchange information on new accounts opened during the period 1 October 2016 to 30 December 2016 by 30 September 2017. While it was expected that changes to the EU Withholding Tax Act – implementing Council Directive 2014/48/EU of 24 March 2014 amending Directive 2003/48/EC on taxation of savings income in the form of interest payments – would enter into effect by 1 January 2017, on 18 March 2015 the European Commission published a proposal for a Council Directive repealing Council Directive 2003/48/EC. Pursuant thereto, Council Directive 2003/48/EC shall in general be repealed with effect from 1 January 2016. However, pursuant to detailed grandfathering provisions, Austria shall in general continue to apply it until 31 December 2016.

Regarding the issue of whether also index certificates are subject to EU withholding tax, the Austrian tax authorities distinguish between index certificates with and without a capital guarantee, a capital guarantee being the promise of repayment of a minimum amount of the capital invested or the promise of the payment of interest. The exact tax treatment of index certificates furthermore depends on their underlying.

Pursuant to guidelines published by the Austrian Federal Ministry of Finance, income from warrants, pursuant to which an investor is entitled (but not obliged) to buy or sell a specified underlying at a specific price or to receive or pay a difference amount relating to the value of such underlying at a predetermined date (*Optionsscheine*),does not qualify as interest within the meaning of the Austrian EU Withholding Tax Act.

**Tax treaties Austria/Switzerland and Austria/Liechtenstein**

The Treaty between the Republic of Austria and the Swiss Confederation on Cooperation in the Areas of Taxation and Capital Markets and the Treaty between the Republic of Austria and the Principality of Liechtenstein on Cooperation in the Area of Taxation provide that a Swiss or Liechtenstein paying agent, as the case may be, has to withhold a tax amounting to 25 per cent. on, *inter alia*, interest income, dividends and capital gains from assets booked with an account or deposit of such Swiss or Liechtenstein paying agent, as the case may be, if the relevant holder of such assets (i.e. in general individuals on their own behalf and as beneficial owners of assets held by a domiciliary company (*Sitzgesellschaft*) is tax resident in Austria. The same applies to such income from assets managed by a Liechtenstein paying agent if the relevant holder of the assets (i.e. in general individuals as beneficial owners of a transparent structure) is tax resident in Austria. For Austrian income tax purposes this withholding tax has the effect of final taxation regarding the underlying income if the Austrian Income Tax Act provides for the effect of final taxation for such income. The treaties, however, do not apply to interest covered by the agreements between the European Community and the Swiss Confederation, respectively the Principality of Liechtenstein, regarding Council Directive 2003/48/EC on taxation of savings income in the form of interest payments. The taxpayer can opt for voluntary disclosure instead of the withholding tax by expressly authorising the Swiss or Liechtenstein paying agent, as the case may be, to disclose to the competent Austrian authority the income, which subsequently has to be included in the income tax return.

**Austrian inheritance and gift tax**

Austria does not levy inheritance or gift tax.

Certain gratuitous transfers of assets to private law foundations and comparable legal estates are subject to foundation transfer tax (*Stiftungseingangssteuer*) pursuant to the Austrian Foundation Transfer Tax Act (*Stiftungseingangssteuergesetz*) if the transferor and/or the transferee at the time of transfer have a domicile, their habitual abode, their legal seat or their place of management in Austria. Certain exemptions apply in cases of transfers *mortis causa* of financial assets within the meaning of sec. 27(3) and (4) of the Austrian Income Tax Act (except for participations in corporations) if income from such financial assets is subject to income tax at the flat rate of 25 per cent. The tax basis is the fair market value of the assets transferred minus any debts, calculated at the time of transfer. The tax rate generally is 2.5 per cent., with a higher rate of 25 per cent. applying in special cases. Special provisions apply to transfers of assets to entities falling within the scope of the tax treaty between Austria and Liechtenstein.

In addition, there is a special notification obligation for gifts of money, receivables, shares in corporations, participations in partnerships, businesses, movable tangible assets and intangibles if the donor and/or the donee have a domicile, their habitual abode, their legal seat or their place of management in Austria. Not all gifts are covered by it: In case of gifts to certain related parties, a threshold of EUR 50,000 per year applies; in all other cases, a notification is obligatory if the value of gifts made exceeds an amount of EUR 15,000 during a period of five years. Furthermore, gratuitous transfers to foundations falling under the Austrian Foundation Transfer Tax Act described above are also exempt from the notification obligation. Intentional violation of the notification obligation may trigger fines of up to 10 per cent. of the fair market value of the assets transferred.

Further, gratuitous transfers of the Securities may trigger income tax at the level of the transferor pursuant to sec. 27(6)(1) of the Austrian Income Tax Act (see above).

**Austrian Tax Reform Act 2015/2016**

Recently the Austrian Ministry of Finance published draft bills of the Austrian Tax Reform Act 2015/2016 (*Steuerreformgesetz 2015/2016*) and of the Austrian Federal Constitutional Act on the Amendment of the Austrian Act on Final Taxation (*Bundesverfassungsgesetz zur Änderung des Endbesteuerungsgesetzes*). The draft bills provide that as of 1 January 2016, instead of the uniform special income tax rate of currently 25%, two special income tax rates shall be applicable, namely a special income tax rate of 25% on income from interest and other claims *vis-à-vis* credit institutions and a special income tax rate of 27.5% on all other investment income (save for investment income subject to the progressive income tax rate). This would, *inter alia*, mean that as of 1 January 2016 individuals subject to unlimited income tax liability in Austria would be subject to withholding tax at a rate of 27.5% on investment income with an Austrian nexus from the Securities and to the special tax rate of 27.5% on investment income without an Austrian nexus from the Securities.

## BELGIAN TAXATION

### Taxation in Belgium

The following summary describes the principal Belgian withholding tax considerations with respect to the holding of the Notes, Certificates and/or Warrants obtained by an investor following this offer in Belgium.

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 and to dispose of the Notes, Certificates and/or the Warrants. In some cases, different rules may be applicable. Furthermore, the tax rules can be amended in the future, possibly with retroactive effect, and the interpretation of the tax rules may change.

This summary is based on the Belgian tax legislation, treaties, rules, and administrative interpretations and similar documentation, in force as of the date of the publication of this offer in Belgium, without prejudice to any amendments introduced at a later date, even if implemented with retroactive effect.

This summary does not describe the tax consequences for a holder of Notes, Certificates and/or Warrants that are redeemable in exchange for, or convertible into shares, of the exercise, settlement or redemption of such Notes, Certificates and/or Warrants and/or any tax consequences after the moment of exercise, settlement or redemption. In addition, it does not cover Warrants issued in accordance with the rules set out in the Act of 26 March 1999 on the Belgian Action Plan for Employment 1998 and other miscellaneous measures.

Each prospective holder of Notes, Certificates and/or Warrants should consult a professional adviser with respect to the tax consequences of an investment in the Notes, Certificates and/or Warrants, taking into account the influence of each regional, local or national law.

For Belgian tax purposes, if interest is in a foreign currency, it is converted into euro on the date of payment or attribution.

### 1. Certificates, Warrants and/or 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, Certificates and/or Warrants (the "**Structured Securities**").

It is assumed that any gains realised upon redemption or repayment 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 (ie 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".

1.1 **Repayment or redemption by the Issuer**

(i) Belgian resident individual investors

Individuals who are holders of Structured Securities and who are Belgian residents for tax purposes, i.e. who are subject to Belgian personal income tax ("*Personenbelasting/Impôt des personnes physiques*"), are subject to the following tax treatment with respect to the Structured Securities in Belgium. Other rules may be applicable in special situations, in particular when individuals resident in Belgium acquire the Structured Securities for professional purposes or when their transactions with respect to the Structured Securities fall outside the scope of the normal management of their own private estate.

Payments of interest on the Structured Securities made through a paying agent in Belgium will in principle be subject to a 25 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 Securities 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 Securities in their personal income tax return. Also, 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. Interest income which is declared this way will in principle be taxed at a flat rate of 25 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.

(ii) Belgian resident corporate investors

Corporations that are Belgian residents for tax purposes, i.e. that are subject to Belgian Corporate Income Tax ("*Vennootschapsbelasting/Impôt des sociétés*") are subject to the following tax treatment with respect to the Structured Securities in Belgium.

Interest received by Belgian corporate investors on the Structured Securities will be subject to Belgian corporate income tax at the applicable corporate income tax rates (the ordinary corporate income tax rate is 33.99 per cent, 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 Structured Securities made through a paying agent in Belgium are in principle subject to a 25 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 will only apply if the Belgian company and the Issuer are associated companies within the meaning of article 105, 6° 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.

(iii) Other Belgian legal entities

Non-corporate legal entities that are Belgian residents for tax purposes, i.e. 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 Securities in Belgium.

Payments of interest on the Structured Securities made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium and 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 legal entity itself is responsible for the deduction and payment of the 25 per cent. withholding tax.

1.2 **Sale to a third party**

No Belgian withholding tax should apply to the Structured Securities.

(i) Belgian resident individual investors

Individuals who are holders of Structured Securities and who 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 Securities to a third party, provided that the Structured Securities 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 Securities 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 Securities 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 Securities held for professional purposes are taxable at the ordinary progressive income tax rates (plus local surcharges), except for Structured Securities 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 Securities incurred by Belgian resident individuals holding the Structured Securities for professional purposes are in principle tax deductible.

(ii) Belgian resident corporate investors

Corporations 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 Securities to a third party, irrespective of whether such Structured Securities relate to shares or other assets or indices. The current standard corporate income tax rate in Belgium is 33.99 per cent.

Capital losses realised upon disposal of the Structured Securities are in principle tax deductible.

(iii) Other Belgian legal entities

Non-corporate legal entities that are Belgian residents for tax purposes, i.e. that are subject to Belgian 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 Securities to a third party.

Capital losses realised upon disposal of the Structured Securities are in principle not tax deductible.

**2. Notes**

The following summary describes the principal Belgian withholding tax considerations with respect to Notes other than Structured Securities.

For Belgian tax purposes, the following amounts are qualified and taxable as "interest": (i) periodic interest income, (ii) amounts paid by the Issuer in excess of the issue price (whether or not on the maturity date), and (iii) in case of a realisation of the Notes between two interest payment dates, the pro rata of accrued interest corresponding to the period during which the investor held the Notes in the period between the two interest payment dates. For the purposes of the following paragraphs, any such gains and accrued interest are therefore referred to as interest.

(i) Belgian resident individual investors

Individuals who are Belgian residents for tax purposes, i.e. 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.

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 25 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, 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 25 per cent.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gains are realized 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.

(ii) Belgian resident corporate investors

Corporations that are Belgian residents for tax purposes, i.e. 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.

Interest derived by Belgian corporate investors 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 33.99 per cent, 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 Notes made through a paying agent in Belgium are in principle subject to a 25 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 will only apply if the Belgian company and the Issuer are associated companies within the meaning of article 105, 6° 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.

(iii) Other Belgian legal entities

Non-corporate legal entities that are Belgian residents for tax purposes, i.e. 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 Notes in Belgium.

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium and 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 legal entity itself is responsible for the declaration and payment of the 25 per cent. withholding tax.

Capital gains realized on the sale of the Notes are in principle tax exempt, unless the capital gain qualifies as interest (as defined). Capital losses are in principle not tax deductible.

**3. Tax on stock exchange transactions**

The sale and acquisition of the Notes, Certificates and Warrants is subject to a tax on stock exchange transaction ("*Taxe sur les opérations de bourse*" / "*Taks op de beursverrichtingen*") if executed in Belgium through a professional intermediary. The tax is generally due currently at a rate of 0.09 per cent. for Notes and Certificates and of 0.27 per cent. for Warrants on each sale and acquisition separately, with a maximum of EUR 650 per taxable transaction for Notes and Certificates and EUR 800 per taxable transaction for Warrants. Exemptions apply for certain categories of institutional investors and non-residents. Transactions on the primary market are not subject to this tax.

As stated below, the European Commission has published a draft Directive for a FTT. The draft directive 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 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.

## CZECH REPUBLIC TAXATION

The information set out below is of a general nature and relates only to certain principal Czech withholding tax considerations. It does not deal with any other Czech tax consequences of acquiring, holding or disposing of Securities and is not intended to be, nor should they be regarded as, legal or tax advice. Prospective holders of Securities should seek, in the light of their individual situation, their own professional advice as to the consequences of acquiring, holding or disposing of Securities in all relevant jurisdictions. The information is based on the tax laws of the Czech Republic as in effect on the date of this Base Prospectus and their prevailing interpretations available on or before such date. All of the foregoing is subject to change, which could apply retroactively and could affect the continued validity of this summary.

For the purposes of this information, it has been assumed that none of the Issuers is either resident for tax purposes or has a permanent establishment in the Czech Republic.

*Withholding tax*

Save as otherwise provided below, all interest and other payments to be made by an Issuer under the Securities may be made free of withholding on account of any taxes imposed by the Czech Republic. Nevertheless, Czech withholding tax may apply upon exercise or redemption of physically settled Securities.

*Securing tax*

In general, Czech tax residents (or Czech permanent establishments of Czech tax non-residents) acquiring the Securities are required, under their own responsibility, to withhold and to remit to Czech tax authorities a 1 per cent. securing tax from the purchase price when purchasing investment instruments, such as the Securities, from a seller who is resident for tax purposes outside the European Union or the European Economic Area. Such obligation can be eliminated under a tax treaty concluded between the Czech Republic and the country in which the seller is a tax resident. Furthermore, it can be waived in advance based on a decision of Czech tax authorities.

## DANISH TAXATION

*The following is a summary description of the taxation in Denmark of Notes, Warrants and Certificates according to Danish tax laws in force as of the date of this Base Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to invest, hold or dispose of Notes, Warrants or Certificates, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as professional dealers in securities) may be subject to special rules. Potential investors are under all circumstances strongly recommended to contact their own tax advisor to clarify the individual consequences of their investment, holding and disposal of Notes, Warrants or Certificates.*

### Taxation of Notes

*Taxation at source*

Under existing Danish tax laws, no general withholding tax or coupon tax will apply to payments of interest or principal or other amounts due on the Notes, other than in certain cases on payments in respect of controlled debt in relation to the Issuer as referred to in The Danish Corporation Tax Act (in Danish "*Selskabsskatteloven*") Consolidation Act No. 149 of 9 January 2015 (as amended). This will not have any impact on Noteholders who are not in a relationship whereby they control, or are controlled, by the relevant Issuer or where the holders of the Notes and the relevant Issuer are not controlled by the same group of shareholders.

*Resident Noteholders*

Private individuals, including individuals who are engaged in financial trade, companies and similar enterprises resident in Denmark for tax purposes or receiving interest on the Notes through their permanent establishment in Denmark are liable to pay tax on such interest.

Capital gains and losses are taxable to individuals and corporate entities in accordance with the Danish Capital and Exchange Gains Act (in Danish "*Kursgevinstloven*") Consolidation Act No. 1113 of 18 September 2013 (as amended) (the "**Danish Capital and Exchange Gains Act**"). Gains and losses on Notes issued to corporate entities are generally included in the taxable income in accordance with a mark-to-market principle (in Danish "*lagerprincippet*"), i.e. on an unrealised basis.

Gains and losses on Notes issued to individuals are generally included in the taxable income on a realised basis. The net gain is taxed as capital income at a rate of up to 42 per cent. in 2015. However, the gain or loss will only be included in the taxable income when the net gain or loss for the year on debt claims, on debt denominated in foreign currency and on investment certificates in bond-based investment funds subject to minimum taxation in total exceeds DKK 2,000.

Gains and losses on Notes issued to corporate entities are taxed at the ordinary corporate income tax rate.

Structured notes can be designed in many ways and with many different underlying assets or in a way that the yield will depend on various index or currency flows. When structured notes are issued the following tax rules apply.

Gains and losses on structured notes are generally treated as gains and losses on financial instruments in accordance with section 29(3) of the Danish Capital and Exchange Gains Act. However, there are exceptions – for example, notes which are adjusted in relation to developments in the consumer prices index (as computed by Statistics Denmark (in Danish "*Danmarks Statistik*")), the net consumer-price index or a similar index within the European Union or any of its member states. The gains and losses are calculated irrespective of the rules applying to the underlying asset.

Gains and losses on structured notes issued to both corporate entities and individuals are predominantly treated as taxable income in accordance with a mark-to-market principle (in Danish "*lagerprincippet*"), i.e. on an unrealised basis.

Corporate entities are generally able to deduct losses on structured notes, but individuals may only deduct losses on structured notes against gains on other financial instruments. However, in both cases, certain restrictions and exceptions apply.

Pension funds and other entities governed by the Danish Act on Taxation of Pension Investments Returns (in Danish "*Pensionsafkastbeskatningsloven*") Consolidation Act No. 1126 of 10 October 2014 (as amended) are, irrespective of realisation, taxed on the annual increase or decrease in the fair market value of the Notes according to a mark-to-market principle (in Danish "*lagerprincippet*") as specifically laid down in the Danish Capital and Exchange Gains Act. The net return is generally taxed at a flat rate of 15.3 per cent.

*Non-resident Noteholders*

Under existing Danish tax laws, payments of interest or principal amounts to any non-resident Noteholder are not subject to taxation in Denmark. No withholding tax is payable with respect to such payments and any capital gain realised upon the sale, exchange or retirement of a Note is not subject to taxation in Denmark other than in certain cases on payments in respect of controlled debt as referred to in this sub-section under "*Taxation at source*" above.

This tax treatment applies solely to Noteholders who are not subject to full tax liability in Denmark or included in a Danish joint taxation scheme and do not carry on business in Denmark through a permanent establishment.

**Taxation of Warrants and Certificates**

Warrants and Certificates can either be taxed separately as a financial instrument or as a gain or loss on the underlying asset.

In order not to be taxed separately, a number of conditions must be met, including in particular, that the parties to the warrant instrument remain the same and that the underlying asset will be delivered (as opposed to cash settlement). If taxation takes place as taxation of the underlying asset, the nature of the taxation will depend on the type of asset in question.

If the underlying asset is a debt claim, taxation of such Warrants and Certificates will take place in accordance with the Act. If the underlying financial asset is of a kind that will lead to taxation under the Danish Act on Capital Gains Tax on Shares (in Danish: "*Aktieavancebeskatningsloven*") Consolidation Act No. 92 of 17 January 2015 (as amended), the holder of Warrants and Certificates will be deemed a shareholder for Danish tax purpose and be taxed in the following manner;

*Resident personal holders of Warrants and Certificates*

Sale, redemption or other disposals of Warrants and Certificates covered by the Danish Act on Capital Gains Tax on Shares are considered a realisation for Danish tax purposes. A capital gain or loss obtained by a Danish resident personal shareholder through a disposal of Warrants or Certificates is taxable or tax deductible in Denmark, respectively.

Capital gains will be subject to taxation as share income at a rate of 27 per cent. on annual share income up to DKK 49,900 and 42 per cent. of share income exceeding DKK 49,900. The stated amount limits are applicable for 2015. The amount limits are doubled for married couples co-habiting at the end of the income year. Losses upon the realisation of Warrants and Certificates can be deducted.

*Resident corporate holders of Warrants and Certificates*

Danish resident holders of shares are subject to tax on dividends. Companies holding at least 10 per cent of a Danish company (subsidiary shares) are as a general rule, however, not liable to pay tax on dividends irrespective of the period of ownership. The corporate tax rate is 23.5 per cent in 2015.

*Non-Resident holders of Warrants and Certificates*

For non-tax residents, capital gains on shareholdings remain tax free irrespective of ownership percentage and ownership period. Generally, corporate shareholders are also exempt from tax on dividends if holding 10 per cent or more in a Danish company however exceptions apply. Dividends paid to corporate shareholders holding less than 10 per cent or dividends paid to individuals are subject to Danish withholding tax at a rate of up to 27 per cent.

## FINNISH TAXATION

*The following is a summary of certain tax consequences arising from Finnish tax legislation as in effect on the date of this Base Prospectus. Any subsequent changes in Finnish tax legislation or in the interpretation thereof may have an effect on the summary, also retroactively. The purpose of the summary is not to present completely all possible tax consequences arising from Finnish tax legislation. Especially, it should be noted that there is no special tax legislation and only limited case law regarding notes, warrants and certificates in Finland. Therefore, the following summary is based on an interpretation of general provisions of tax law. The summary is not exhaustive and potential purchasers who have any doubt or concern regarding their tax and/or legal position on purchase, ownership, transfer or exercise of any Securities should consult their own independent, professionally qualified tax and/or legal advisers as to the tax consequences of the purchase, ownership, transfer, exercise and lapse of Securities.*

### General

Finnish residents and non-residents are treated differently for tax purposes in Finland. Finnish residents are subject to taxation in Finland on their worldwide income. Non-residents who are not generally liable for tax in Finland are subject to taxation in Finland solely in respect of their Finnish source income. Generally, an individual is deemed to be Finnish resident if such an individual continuously resides in Finland for more than six months or if the permanent home and dwelling of such an individual is in Finland. A citizen of Finland who has moved abroad is regarded as a resident of Finland for Finnish tax purposes until three years has passed after the end of the year of emigration, even though the individual does not reside in Finland over six months or the permanent home and dwelling are not located in Finland, if such an individual cannot prove that he/she has not had any essential relationship to Finland in the tax year in question. Entities established under the laws of Finland are regarded as residents of Finland in accordance with domestic tax law. Double tax treaties may restrict the authority of the Finnish state to tax foreign source income of an individual or entity deemed as resident of Finland pursuant to Finnish domestic tax law.

### Income Tax

***Resident individuals and estates***

Interest and any similar income (e.g. interest compensation (in Finnish "*jälkimarkkinahyvitys*") and index compensation (in Finnish "*indeksihyvitys*") received as well as any gain arising from the transfer or exercise of the Securities is likely taxed as capital gain or other capital income, subject to capital income tax, of an individual and estate resident in Finland for tax purposes, unless the Security is considered to belong to the business activity of an individual or an estate.

Capital income is taxed at a rate of 30 per cent (to the extent the annual capital income of a Finnish private person exceeds EUR 30,000 the tax rate is 33 per cent) in accordance with the Finnish Income Tax Act. Taxable capital gains or losses are the difference between the sales price or the amount received in connection with the exercise and the aggregate of the acquisition cost of the securities and related expenses. Individuals and estates may elect to apply a so called presumptive acquisition cost instead of the actual acquisition cost. The presumptive acquisition cost is generally 20 per cent of the sales price or the amount received in connection with the exercise, but is 40 per cent of the sales price or the amount received in connection with the exercise for securities that have been held for at least ten years. If the presumptive acquisition cost is used instead of the actual acquisition cost, the related expenses are included in the presumptive acquisition cost, and therefore, may not be deducted in addition to the presumptive acquisition cost. However, capital gains are not regarded as taxable income if the total amount of the sales prices (or the amounts received in connection with the exercise) of the assets sold does not exceed EUR 1,000 in a calendar year.

Capital losses arising from the sale of securities, which are not considered to belong to the business activity of an individual or an estate, are deductible only from capital gains arising in the same year and the following five years. Capital losses are not tax-deductible if the acquisition costs of the assets sold do not exceed EUR 1,000 in a calendar

year and if the total amount of the sales prices (or the amounts received in connection with the exercise) does not exceed EUR 1,000 in the same calendar year.

Further, according to a decision of the Supreme Administrative Court (KHO:2013:117), unlisted warrants, subject to trading only in a system upheld by a financial institution, were considered marketable securities for tax purposes where the warrants were freely issued and transferable and qualified for listing as such. Losses accrued were considered deductible in the taxation of the holder of the warrants. Consequently, losses realized on the sale or redemption of the Securities, especially where publicly listed, are likely treated as a capital loss in taxation.

Payments under the Securities considered to belong to the business activity of an individual or an estate for Finnish tax purposes are included in the total business income of such individual or estate. The business income will be divided according to the Finnish Income Tax Act to be taxed as capital income at a rate of 30 per cent (to the extent the annual capital income of a Finnish private person exceeds EUR 30,000 the tax rate is 33 per cent) and earned income at a progressive tax rate.

***Resident corporates***

Interest and any similar income (e.g. interest compensation, (in Finnish "*jälkimarkkinahyvitys*") and index compensation, (in Finnish "*indeksihyvitys*") received as well as any gain arising from the transfer or exercise of the Securities is generally included in the income arising from business activities (business income source) or from passive assets (other income source) of a Finnish company or the permanent establishment of a foreign company. The taxable income of a company is determined separately for business and other income sources. Both income sources are taxed at a flat rate of 20 per cent. The principal difference between the two sources of income concerns the deductibility of capital losses. The acquisition cost of the sold securities belonging to business activities is deductible for the company from other business income. Tax loss carry forwards (including capital losses) of a company (or the business activity of an individual or estate) are deductible from taxable business income in 10 subsequent tax years following the tax year for which the tax loss carry forwards was confirmed. Capital losses arising from the sale of Securities not belonging to the business activity of a company are, however, deductible only against capital gains arising in the same tax year and the following five tax years. The decision of the Supreme Administrative Court referred to above under "Resident individuals and estates" should also be applicable in terms of the taxation of resident corporates where losses accrue from the sale of Securities not belonging to the business activity of the company. Companies are not allowed to use the acquisition cost presumption described above.

***Non-residents***

Holders of Securities who are not Finnish residents are not generally subject to Finnish tax on payments received under the Securities or gains realised in the transfer, exercise or redemption of Securities in Finland, provided that the Securities in question do not relate to business carried out in Finland through a permanent establishment.

**Withholding**

The Issuer is not under an obligation to perform any withholding or deduction for or on account of any income tax imposed, levied, withheld or assessed by Finland or any political subdivision or taxing authority thereof or therein in respect of any payments under the Securities. Further, such payments may be made free of any withholding when the recipient of the payment is not resident in Finland for tax purposes, or is a corporate resident in Finland for tax purposes.

An agent or intermediary resident in Finland shall withhold advance income tax at the rate of 30 per cent from any interest, interest compensation (in Finnish "*jälkimarkkinahyvitys*") or index compensation, (in Finnish "*indeksihyvitys*") paid to an individual or estate residing in Finland where such payment is made through the agent or intermediary.

**Wealth Tax**

There is no wealth tax in Finland.

**Transfer Tax**

No transfer tax will be due on the transfer of the Securities.

Where the Securities are physically settled, and where the underlying security is considered a security for the purposes of the Finnish Transfer Tax Act, such as a share issued by a Finnish company, transfer tax may be due on the transfer of the underlying (securities). However, in case the underlying securities would be considered as securities for Finnish transfer tax purposes, securities listed for public trading, as defined in Chapter 1 Section 3 of the Finnish Securities Market Act and in the Council Directive 2004/39/EC of 21 April 2004 on markets in financial instruments, and sold against a fixed cash consideration using a qualified securities broker or where the purchaser is accepted as a trading party in the relevant marketplace, are not subject to Finnish transfer tax in accordance with the Finnish Transfer Tax Act.

**Gift and Inheritance Tax**

In accordance with domestic tax law, transfer of securities by way of gift or inheritance is subject to Finnish gift or inheritance tax, respectively, if either the transferor or the transferee was resident for tax purposes in Finland at the time of death or donation. Finland's right to impose gift or inheritance tax on transfer of movable property in the form of gift or inheritance received by residents and non-residents of Finland may, however, be limited by virtue of double tax treaties.

## FRENCH TAXATION

*The descriptions below are intended as a basic summary of certain French tax consequences in relation to the holding of the Securities issued by BNPP. Potential purchasers of Securities are advised to consult their own appropriate independent and professionally qualified tax advisors as to the tax consequences of any investment in, or ownership of, the Securities.*

**Implementation of the Savings Directive in France**

The Directive 2003/48/EC on the taxation of savings income has been implemented into French law under Article 242 *ter* of the French *Code Général des Impôts*, which imposes on paying agents based in France an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner.

**Withholding tax on Securities issued by BNPP**

*The withholding tax treatment will depend on the nature and characterisation of the Securities issued by BNPP.*

***Securities constituting debt instruments for French tax purposes***

*The following may be relevant to holders of Securities issued by BNPP who do not concurrently hold shares of BNPP and who are not otherwise affiliated with BNPP within the meaning of Article 39,12 of the French Code général des impôts.*

Securities which are not consolidated (*assimilables* for the purpose of French law) with Securities issued before 1 March 2010

Payments of interest and other revenues with respect to Securities issued by BNPP which constitute debt instruments for French tax purposes fall under the French withholding tax regime pursuant to the French *loi de finances rectificative pour 2009 n°3* (n°2009-1674 dated 30 December 2009), applicable as from 1 March 2010 (the "**Law**"). Payments of interest and other revenues made by BNPP on such Securities (other than Securities which are consolidated (*assimilables* for the purpose of French law) and form a single series with Securities issued before 1 March 2010 with the benefit of Article 131 *quater* of the French *Code général des impôts*) will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a "**Non-Cooperative State**"). If such payments under the Securities are made in a Non-Cooperative State, a 75 per cent. withholding tax will be applicable (subject to certain exceptions described below and the more favourable provisions of an applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*.

Furthermore, according to Article 238 A of the French *Code général des impôts,* interest and other revenues with respect to such Securities will not be deductible from BNPP's taxable income if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-Cooperative State (the "**Deductibility Exclusion**"). Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 of the French *Code général des impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* of the French *Code général des impôts*, at a rate of 30 per cent. or 75 per cent., (subject to the more favourable provisions of an applicable double tax treaty).

Notwithstanding the foregoing, neither the 75 per cent. withholding tax set out under Article 125 A III of the French *Code général des impôts* nor the Deductibility Exclusion will apply in respect of a particular issue of Securities if BNPP

can prove that the principal purpose and effect of such issue of Securities was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the **Exception**). Pursuant to the *Bulletin Officiel des Finances Publiques-Impôts* BOI-INT-DG-20-50-20140211 n°550 and 990, BOI-RPPM-RCM-30-10-20-40-20140211 n°70 and 80, BOI-IR-DOMIC-10-20-20-60-20150320 n°10 and BOI-ANNX-000364-20120912 n°20, an issue of Securities will benefit from the Exception without BNPP having to provide any proof of the purpose and effect of such issue of Securities, if such Securities are:

(i) offered by means of a public offer within the meaning of Article L.411-1 of the French *Code monétaire et financier* or pursuant to an equivalent offer in a State other than a Non-cooperative State. For this purpose, an "equivalent offer" means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or

(ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or

(iii) admitted, at the time of their issue, to the clearing operations of a central depositary or of a securities clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French *Code monétaire et financier*, or of one or more similar foreign depositaries or operators provided that such depositary or operator is not located in a Non-Cooperative State.

Securities which are consolidated (*assimilables* for the purpose of French law) with Securities issued before 1 March 2010.

Payments of interest and other revenues with respect to Securities issued by BNPP which constitute debt instruments for French tax purposes and which are consolidated (*assimilables* for the purpose of French law) and form a single series with Securities issued before 1 March 2010 with the benefit of Article 131 *quater* of the French *Code général des impôts* will be exempt from the withholding tax set out under Article 125 A III of the French *Code général des impôts*.

Securities issued before 1 March 2010, whether denominated in Euro or in any other currency, constituting *obligations* under French law, or *titres de créances négociables* within the meaning of the *Bulletin Officiel des Finances Publiques-Impôts* BOI-RPPM-RCM-30-10-30-30-20140211, or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of Article 131 *quater* of the French *Code général des impôts*, in accordance with the above mentioned *Bulletin Officiel des Finances Publiques-Impôts*.

In addition, interest and other revenues paid by BNPP on Securities which constitute debt instruments for French tax purposes, which are issued from 1 March 2010 and which are to be consolidated (*assimilables* for the purpose of French law) and form a single series with Securities issued before 1 March 2010 will not be subject to the Deductibility Exclusion, and hence will not be subject to the withholding tax set out in Article 119 *bis* of the French *Code général des impôts* solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

***Securities held by individuals who are fiscally domiciled in France***

Where the paying agent (*établissement payeur*) is established in France, pursuant to Article 125 A of the French Code *général des impôts*, subject to certain limited exceptions, interest and other revenues received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 24 per cent. withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 15.5 per

cent. on such interest and other revenues paid to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

***Securities issued by BNPP not constituting debt instruments for French tax purposes***

Payments in respect of Securities issued by BNPP which do not constitute debt instruments for French tax purposes should not be subject to, or should be exempt from, withholding tax provided that the beneficial owner of such Securities and the payments thereunder is resident or domiciled in a country which has entered into an appropriate double taxation treaty with France, fulfils the relevant requirements provided in such treaty and payments under the relevant Securities are not paid or accrued to persons domiciled or established in a Non-Cooperartive State or paid in such a Non-cooperative State.

In addition, payments in respect of such Securities may, in certain circumstances, be non-deductible (in whole or in part) for French tax purposes if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-Cooperative State. Under certain conditions, and subject to the more favourable provisions of an applicable double tax treaty, such non-deductible payments may be recharacterised as constructive dividends pursuant to Articles 109 of the French *Code général des impôts* subject to the withholding tax set out under Article 119 *bis* of the French *Code général des impôts* at a rate of up to 75 per cent..

Potential purchasers of Securities who are resident or domiciled in a country which has not entered into an appropriate double tax treaty with France or who are domiciled or established in a Non-Cooperative State are advised to consult their own appropriate independent and professionally qualified tax advisors as to the tax consequences of any investment in, ownership of, or transactions involving the Securities.

**Transfer tax and other taxes**

*The following may be relevant in connection with Securities which may be settled, redeemed or repaid by way of physical delivery of certain French listed shares (or certain assimilated securities).*

Pursuant to Article 235 *ter* ZD of the French *Code général des impôts*, a financial transaction tax (the **Financial Transaction Tax**) is applicable to any acquisition for consideration, resulting in a transfer of ownership, of an equity security (*titre de capital*) as defined by Article L.212-1 A of the French *Code monétaire et financier*, or of an assimilated equity security, as defined by Article L.211-41 of the French *Code monétaire et financier*, admitted to trading on a recognised stock exchange when the said security is issued by a company whose registered office is situated in France and whose market capitalisation exceeds 1 billion Euros on 1 December of the year preceding the year in which the acquisition occurs (the "**French Shares**"). The Financial Transaction Tax could apply in certain circumstances to the acquisition of French Shares in connection with the repayment, redemption or settlement of any Securities.

There are a number of exemptions from the Financial Transaction Tax and investors should consult with their counsel to identify whether they can benefit from them.

The rate of the Financial Transaction Tax is 0.2 per cent. of the acquisition value of the French Shares.

If the Financial Transaction Tax applies to an acquisition of French Shares, this transaction is exempt from transfer taxes (*droits de mutation à titre onéreux*) which generally apply at a rate of 0.1 per cent. to the sale of shares issued by a company whose registered office is situated in France, provided that in case of shares listed on a recognised stock exchange, transfer taxes are due only if the transfer is evidenced by a written deed or agreement.

## GERMAN TAXATION

*The following is a general discussion of certain German tax consequences of the acquisition, holding and disposal of Securities. It does not purport to be a comprehensive description of all German tax considerations that may be relevant to a decision to purchase Securities, and, in particular, does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the tax laws of Germany currently in force and as applied on the date of this Base Prospectus, which are subject to change, possibly with retroactive or retrospective effect.*

*As each series of Securities may be subject to a different tax treatment due to the specific terms of such series of Securities as set out in the respective Final Terms, the following section only provides some general information on the possible tax treatment. Tax consequences that may arise if an investor combines certain series of Securities so that he or she derives a certain return are not discussed herein.*

*Prospective purchasers of Securities are advised to consult their own tax advisors as to the tax consequences of the purchase, ownership and disposal of Securities, including the effect of any state, local or church taxes, under the tax laws of Germany and any country of which they are resident or whose tax laws apply to them for other reasons.*

### German Tax Residents

The section "German Tax Residents" refers to persons who are tax residents of Germany (*i.e.*, persons whose residence, habitual abode, statutory seat, or place of effective management and control is located in Germany).

*Withholding tax on ongoing payments and capital gains*

Ongoing payments received by a private Holder of Securities will be subject to German withholding tax if the Securities are kept or administrated in a custodial account with a German branch of a German or non-German bank or financial services institution, a German securities trading company or a German securities trading bank (each, a "**Disbursing Agent**", *auszahlende Stelle*). The tax rate is 25 per cent. (plus solidarity surcharge at a rate of 5.5 per cent. thereon, the total withholding being 26.375 per cent.). For individuals who are subject to church tax an electronic information system for church withholding tax purposes applies in relation to investment income, with the effect that church tax will be collected by the Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*) in which case the investor will be assessed to church tax.

The same treatment applies to capital gains (*i.e.* the difference between the proceeds from the disposal, redemption, repayment or assignment after deduction of expenses directly related to the disposal, redemption, repayment or assignment and the cost of acquisition) derived by a private Holder of Securities provided the Securities have been kept or administrated in a custodial account with the same Disbursing Agent since the time of their acquisition. If similar Securities kept or administrated in the same custodial account were acquired at different points in time, the Securities first acquired will be deemed to have been sold first for the purposes of determining capital gains. Where Securities are acquired and/or sold or redeemed in a currency other than Euro, the sales/redemption price and the acquisition costs have to be converted to Euro on the basis of the foreign exchange rates prevailing on the sale or redemption date and the acquisition date respectively with the result that any currency gains or losses are part of the capital gains. If interest coupons or interest claims are disposed of separately (*i.e.* without the Securities), the proceeds from the disposition are subject to withholding tax. The same applies to proceeds from the payment of interest coupons or interest claims if the Securities have been disposed of separately.

If Securities qualifying as a forward/futures transaction (*Termingeschäft*) according to sec. 20 para. 2 sent. 1 no. 3 German Income Tax Act (*Einkommensteuergesetz*) are settled by a cash payment, capital gains realised upon exercise (*i.e.* the cash amount received minus directly related costs and expenses, *e.g.* the acquisition costs) are subject to withholding tax. In the event of physical delivery, the acquisition costs of such Securities plus any additional sum paid

upon exercise are generally regarded as acquisition costs of the underlying assets received upon physical settlement. Withholding tax may then apply to any gain resulting from the subsequent disposal, redemption, repayment or assignment of the assets received. In case of certain assets being the underlying (*e.g.* commodities or currencies) a subsequent sale of the underlying received may not be subject to German withholding tax as outlined in this section but any disposal gain may be fully taxable at the personal income tax rate of the private Holder.

In case of a physical settlement of certain Securities (not qualifying as forward/futures transactions) which grant the Issuer or the Holder of the Securities the right to opt for a delivery of other securities instead of a cash payment, the acquisition costs of the Securities may be regarded as proceeds from the disposal, redemption, repayment or assignment of the Securities and hence as acquisition costs of the Underlying received by the private Holder of the Securities upon physical settlement; any consideration received by the Holder of the Securities in addition to the Underlying received may be subject to withholding tax. To the extent the provision mentioned above is applicable, generally no withholding tax has to be withheld by the Disbursing Agent upon physical settlement as such exchange of the Securities into the Underlying does not result in a taxable gain for the private Holder of the Securities. However, withholding tax may then apply to any gain resulting from the disposal, redemption, repayment or assignment of the securities received in exchange for the Securities. In this case, the gain will be the difference between the proceeds from the disposal, redemption, repayment or assignment of the Underlying and the acquisition costs of the Securities (after deduction of expenses related directly to the disposal, if any).

To the extent the Securities have not been kept or administrated in a custodial account with the same Disbursing Agent since the time of their acquisition, upon the disposal, redemption, repayment or assignment withholding tax applies at a rate of 26.375 per cent. (including solidarity surcharge, plus church tax, if applicable) on 30 per cent. of the disposal proceeds (plus interest accrued on the Securities ("**Accrued Interest**", *Stückzinsen*), if any), unless the current Disbursing Agent has been notified of the actual acquisition costs of the Securities by the previous Disbursing Agent or by a statement of a bank or financial services institution within the European Economic Area or certain other countries in accordance with art. 17 para. 2 of the Savings Directive (*e.g.* Switzerland or Andorra).

Pursuant to a tax decree issued by the German Federal Ministry of Finance dated 9 October 2012 a bad debt-loss (*Forderungsausfall*) and a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden capital contribution, shall not be treated like a disposal. Accordingly, losses suffered upon such bad debt-loss or waiver shall not be tax-deductible. The same rules should be applicable according to the said tax decree, if Securities expire worthless so that losses may not be tax-deductible at all. A disposal of the Securities will only be recognised according to the view of the tax authorities, if the received proceeds exceed the respective transaction costs. Where Securities provide for instalment payments, such instalment payments shall always qualify as taxable savings income, unless the terms and conditions of the Securities provide explicit information regarding redemption or partial redemption during the term of the Securities and the contractual parties comply with these terms and conditions. It is further stated in the tax decree that, if, in the case of Securities providing for instalment payments, there is no final payment at maturity, the expiry of such Securities shall not be deemed as a sale, with the consequence that any remaining acquisition costs could not be deducted for tax purposes. Similarly, any remaining acquisition costs of Securities providing for instalment payments shall not be tax-deductible if the Securities do not provide for a final payment or are terminated early without a redemption payment because the respective underlying has left the defined corridor or has broken certain barriers (e.g. in knock-out structures). Although the tax decree only refers to instruments with instalment payments, it cannot be excluded that the German tax authorities apply the above principles also to other kinds of full-risk securities.

In computing any German tax to be withheld, the Disbursing Agent will - subject to certain requirements and restrictions - deduct from the basis of the withholding tax negative investment income realised by a private Holder of Securities via the Disbursing Agent (*e.g.* losses from the sale of other securities with the exception of shares). The Disbursing Agent will also deduct Accrued Interest on the Securities, if any, or other securities paid separately upon the acquisition of the respective security by a private Holder via the Disbursing Agent. In addition, subject to certain requirements and restrictions the Disbursing Agent will credit foreign withholding taxes levied on investment income in

a given year regarding securities held by a private Holder of Securities in the custodial account with the Disbursing Agent.

Private Holders of Securities may be entitled to an annual allowance (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for married couples and for partners in accordance with the registered partnership law (*Gesetz über die Eingetragene Lebenspartnerschaft*) filing jointly) for all investment income received in a given year. Upon the private Holder of Securities filing an exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent, the Disbursing Agent will take the allowance into account when computing the amount of tax to be withheld. No withholding tax will be deducted if the Holder of Securities has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the competent local tax office.

German withholding tax will not apply to gains from the disposal, redemption, repayment or assignment of Securities held by a corporation as Holder of Securities while ongoing payments, such as interest payments, are subject to withholding tax (irrespective of any deductions of foreign tax and capital losses incurred). The same may apply where the Securities form part of a trade or business or are related to income from letting and leasing of property, subject to further requirements being met.

*Taxation of current income and capital gains*

The personal income tax liability of a private Holder of Securities deriving income from capital investments under the Securities is, in principle, settled by the tax withheld. To the extent withholding tax has not been levied, such as in the case of Securities held in custody abroad or if no Disbursing Agent is involved in the payment process, the private Holder of Securities must report his or her income and capital gains derived from the Securities on his or her tax return and then will also be taxed at a rate of 25 per cent. (plus solidarity surcharge and church tax thereon, where applicable). If the withholding tax on a disposal, redemption, repayment or assignment has been calculated from 30 per cent. of the disposal proceeds (rather than from the actual gain), a private Holder of Securities may and in case the actual gain is higher than 30 per cent. of the disposal proceeds must also apply for an assessment on the basis of his or her actual acquisition costs. Further, a private Holder of Securities may request that all investment income of a given year is taxed at his or her lower individual tax rate based upon an assessment to tax with any amounts over-withheld being refunded. In each case, the deduction of expenses (other than transaction costs) on an itemised basis is not permitted.

Losses incurred with respect to Securities can only be offset against investment income of the private Holder of Securities realised in the same or the following years. Any losses realised upon the disposal of shares in stock corporations received in exchange for the Securities can only be offset against capital gains deriving from the disposal of shares.

Where Securities form part of a trade or business or the income from the Securities qualifies as income from the letting and leasing of property the withholding tax, if any, will not settle the personal or corporate income tax liability. Where Securities form part of a trade or business, interest accrued on the Securities must be taken into account as income. The respective Holder of Securities will have to report income and related (business) expenses on the tax return and the balance will be taxed at the Holder's applicable tax rate. Withholding tax levied, if any, will be credited against the personal or corporate income tax of the Holder of Securities. Where Securities form part of a German trade or business the current income and gains from the disposal, redemption, repayment or assignment of the Securities may also be subject to German trade tax.

In general, the deductibility of losses derived from the exercise, disposal or expiration of Securities which qualify for tax purposes as forward/futures transactions is limited. These losses may only be applied against profits from other forward/futures transactions derived in the same or, subject to certain restrictions, the previous year. Otherwise these losses can be carried forward indefinitely and applied against profits from forward/futures transactions in subsequent years. This generally does not apply to forward/futures transactions hedging the investor's ordinary business. Further special rules apply to credit institutions, financial services institutions and finance companies within the meaning of the German Banking Act.

In the case of physically settled Securities further limitations may apply to losses from the disposal of an Underlying which is a share in a corporation.

*German investment taxation*

German tax consequences different from those discussed above would arise if the Underlying delivered upon physical settlement were to be regarded as investment fund units within the meaning of the German Investment Tax Act (*Investmentsteuergesetz*). In such case, the withholding tax requirements for the Disbursing Agent as well as the taxation of the Holder of Securities would depend on whether the disclosure and reporting requirements of the German Investment Tax Act were fulfilled. The Holder of Securities may be subject to tax on unrealised income or, in case the reporting and disclosure requirements are not fulfilled, on income deemed received on a lump-sum basis. Such income may be offset against any capital gains realised upon disposal of the Securities or the underlying securities received, respectively, subject to certain requirements.

**Non-German Tax Residents**

Interest and capital gains are not subject to German taxation, unless (i) the Securities form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the Holder of Securities; or (ii) the income otherwise constitutes German-source income. In cases (i) and (ii) a tax regime similar to that explained above under "*German Tax Residents*" applies.

Non-German tax residents are, in general, exempt from German withholding tax on interest and capital gains. However, where the income is subject to German taxation as set forth in the preceding paragraph and the Securities are kept or administrated in a custodial account with a Disbursing Agent, withholding tax may be levied under certain circumstances. Where Securities are not kept or administrated in a custodial account with a Disbursing Agent and interest or proceeds from the disposal, assignment or redemption of a Security or an interest coupon are paid by a Disbursing Agent to a non-resident upon delivery of the Securities or interest coupons, withholding tax generally will also apply. The withholding tax may be refunded based on an assessment to tax or under an applicable tax treaty.

**Inheritance and Gift Tax**

No inheritance or gift taxes with respect to any Securities will arise under the laws of Germany, if, in the case of inheritance tax, neither the deceased nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a resident of Germany and such Security is not attributable to a German trade or business for which a permanent establishment is maintained, or a permanent representative has been appointed, in Germany. Exceptions from this rule apply to certain German expatriates.

**Other Taxes**

No stamp, issue or registration taxes or such duties will be payable in Germany in connection with the issuance, delivery or execution of the Securities. Currently, net assets tax is not levied in Germany.

The European Commission and certain EU Member States (including Germany) are currently intending to introduce a financial transaction tax (**FTT**) (presumably on secondary market transactions involving at least one financial intermediary). It is currently uncertain when the proposed FTT will be enacted by the participating EU Member States and when the FTT will enter into force with regard to dealings with Securities.

**Savings Directive**

By legislative regulations dated 26 January 2004 the German Federal Government enacted provisions implementing the information exchange on the basis of the Savings Directive into German law. These provisions apply from 1 July 2005.

For further information, please refer to the section "EU DIRECTIVE ON THE TAXATION OF SAVINGS INCOME" above.

**No gross-up for taxes withheld**

Purchasers of the Securities should note that according to the Terms and Conditions neither the relevant Issuer nor the Guarantor (if applicable) nor any Paying Agent or any other person will assume any liability for taxes withheld from payments under the Securities, nor make any additional payments in regard of these taxes, i.e. no gross-up will apply if a withholding tax is imposed.

## GREEK TAXATION

*The following section is a summary discussion of certain Greek tax consequences of the acquisition, ownership and disposition of Securities by prospective investors* ***who are subject to tax in Greece for their worldwide income on the basis of their domicile, residence, corporate seat or otherwise*** *(for more information, see below under "General Remarks"). It does not purport to be a comprehensive description or listing of all Greek tax considerations that may be relevant to a decision to purchase Securities, and it does not take into account any specific facts or circumstances that may apply to a particular investor. This discussion is not intended to be legal or tax advice, nor should it be construed as such. The summary is based on Greek tax law as currently in force and as applied at the date of this Base Prospectus, all of which are subject to change at any time, possibly with retroactive effect and without notice. A new Greek Income Tax Code was very recently brought into force (by virtue of Law 4172/2013, effective as of the 1st January 2014, as amended from time to time) and very little, if any, precedent or authority exists as to the interpretation and application of this new Income Tax Code. The Greek Government has announced its intention to introduce further changes to the new Income Tax Code, but the exact content thereof has not yet been disclosed. Each series of Securities may be subject to a different tax treatment due to the specific terms of such series of Securities as set out in the respective Final Terms and, thus, the following section only provides some general information on their possible Greek tax treatment. Prospective investors are urged to consult their own tax advisors as to the specific consequences under Greek tax law of the acquisition, ownership and disposition of the Securities in their own particular factual circumstances.*

### General remarks

Individuals having their permanent or main domicile (*κατοικία*) and/or their habitual abode (*συνήθη διαμονή*) and/or the centre of their vital interests in Greece are considered a tax resident of Greece and are subject to Greek income tax on their worldwide income (unlimited income tax liability). Moreover, an individual is considered a tax resident of Greece and is subject to Greek income tax for her/his worldwide income, if the individual spends in Greece more than 183 days (not necessarily consecutive); the 183 days are calculated on a rolling basis. Individuals not considered a tax resident of Greece may be subject to Greek income tax only on income arising from a Greek source (limited income tax liability).

Companies (such as corporations, limited liability companies, general or limited partnerships, civil companies etc.) and other entities established pursuant to the Laws of Greece and/or having their place of effective management and/or their corporate seat in Greece are considered a tax resident of Greece and are subject to Greek income tax on their worldwide income (unlimited income tax liability). Companies not established pursuant to the Laws of Greece and having neither their place of effective management nor their legal seat in Greece may be subject to Greek income tax only in respect of income arising from a Greek source (limited income tax liability).

An individual or an entity who has limited income tax liability in Greece, will not be taxed in respect of income comprising of interest, revenues and/or capital gains arising under the Securities, except if: (i) the Securities form part of the business property of a permanent establishment or other fixed base maintained by the beneficiary in Greece, or (ii) such income constitutes income arising from a Greek source.

The right of the Greek State to tax a foreign tax resident may be limited or restricted by application of a double taxation treaty, on condition that such foreign tax resident produces the appropriate Standard Form tax residence certificate.

### Income tax

*a) Payment of principal under the Securities and the Guarantee*

No Greek income tax should be imposed on payments who qualify as payment of principal to any holder of Securities in respect of the Securities or under the Guarantee.

*b) Payments of interest on the Securities*

In so far as any payments under the Securities qualify as payments of interest pursuant to Greek tax law:

Payments of interest to holders of Securities who neither reside nor maintain a permanent establishment in Greece for Greek tax law purposes (the "**Non-Resident Security Holders**") will not be subject to Greek income tax, provided that such payments are made outside of Greece by a paying or other similar agent who neither resides nor maintains a permanent establishment in Greece for Greek tax law purposes.

Payments of interest to holders of Securities who either reside or maintain a permanent establishment in Greece for Greek tax law purposes (the "**Resident Security Holders**") will be subject to Greek withholding income tax at a flat rate of 15%, if such payments are made to Resident Security Holders by a paying or other similar agent who either resides or maintains a permanent establishment in Greece for Greek tax law purposes; otherwise, the interest payments will be taxed via the annual income tax return of the Resident Security Holders. The 15% tax will - as a rule - exhaust the tax liability of Resident Security Holders who are natural persons (individuals), while it will not exhaust the tax liability for other types of holders of Securities.

It is not clear if payments under Securities which qualify as derivative instruments will be considered as payments of interest or will be treated differently for tax purposes.

*c) Payments of interest under the Guarantee*

Payments of interest under the Guarantee made to Non-Resident Holders and Resident Holders are likely to have the same income tax treatment, as payments of interest on the Securities described above, subject to any different view that may be adopted by the competent Greek authorities and ultimately Greek Courts.

*d) Disposal of Securities – Capital Gains*

Generally, taxable capital gain equals to the positive difference between the consideration received from the disposal of Securities and the acquisition price of the same Securities. For these purposes, expenses directly linked to the acquisition or sale of the Securities, are included in the acquisition or sale price. Any capital gains resulting from the transfer of Securities and earned by:

(i) Non-Resident Security Holders, will not be subject to Greek income tax.

(ii) Resident Security Holders who are natural persons (individuals) will be subject to Greek income tax at a flat rate of 15%, in so far as the Securities qualify as corporate bonds, notes or derivative instruments. In the event that a transfer of Securities may be treated as deriving from business activity, income tax will be imposed according to the applicable tax rate scale (26% - 33%). According to Ministry of Finance guidelines no. 1032/2015, in the case of derivative instruments, this 15% tax also applies in respect of gains realized by the individual upon closing his/her position on or before termination of the relevant agreement. The law provides that the gains from the disposal of securities listed on a "stock exchange market" are subject to the 15% tax only if the seller participates with a percentage of at least 0.5% in the issuer; above Ministry of Finance guidelines interpret narrowly this exemption, as covering only listed instruments, such as warrants, where the underlying investment comprises exclusively of shares in a société anonyme or equivalent company form.

(iii) Resident Security Holders who are legal persons or other entities will be subject to Greek corporate tax either at the rate of 26% (if keeping double entry books) or according to the tax rate scale of 26% - 33% (if keeping single entry books).

(iv) Pursuant to Ministry of Finance guidelines no. 1032/2015, gains realized upon a disposal of corporate bonds issued by a European Union company are exempt from Greek income tax. Such exemption can be available only in so far as the instruments qualify, for Greek tax law purposes, as bonds issued in the context of a bond loan. The exemption

is final in respect of Resident Security Holders who are: (a) natural persons (individuals) or (b) legal persons or other entities with single entry books. However, in respect of Resident Security Holders who are legal persons or other entities with double entry books, the exemption operates as a tax deferral.

**Solidarity Levy**

Pursuant to article 29 of Law 3986/2011 as in force, the net taxable income of an individual exceeding the EUR 12,000, which is reported in a Greek annual personal income tax return, is subject to an annual levy called solidarity levy (*εισφορά αλληλεγγύης*). For annual net income exceeding the EUR 100,001 the rate of the levy rises to 4%. This imposition applies to both taxable and tax exempt income. The effect of the solidarity levy originally expired in connection with income generated as of the 1st January 2015 and thereafter. However, it was extended in respect of income generated in 2015 and 2016, while the rates are reduced by 30% during the extension period. A new increase of the tax rates for the solidarity levy cannot be excluded.

**EU Savings Directive**

Greece enacted the information exchange system provided under the EU Savings Directive by Law 3312/2005. For further details on the EU Savings Directive, please refer to the section "EU directive on the taxation of savings income" above.

**Value Added Tax**

Generally, a payment in consideration for the issuance of the Securities, a cash payment made under the Securities, or/and a transfer of the Securities against consideration, will not generate an obligation for Greek value added tax.

**Inheritance and gift taxes**

Pursuant to Law 2961/2001 as in force, the acquisition of Securities by reason of donation or inheritance is subject to tax at a progressive rate which is dependent on: (i) the degree of relationship between donor-donee or deceased-heir, and (ii) the value of gift or estate, and (iii) the previous gifts from the donor or deceased. The value of the gift or estate is calculated on the day preceding the date of donation or death. In general, Greece has a right to impose inheritance or donation tax on the basis of the nationality or the residence of the transferor and the transferee, as well as on the basis of the place where the property so transferred is situated.

## HUNGARIAN TAXATION

*The following is a general discussion of certain Hungarian tax consequences relating to the acquisition and ownership of Securities. It does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Securities, and, in particular, does not consider any specific facts or circumstances that may apply to a particular purchaser. It is based on laws currently in force in Hungary and applicable on the date of this Base Prospectus, but subject to change, possibly with retrospective effect. The acquisition of the Securities by non-Hungarian holders of Securities, or the payment of interest under the Securities may trigger additional tax payments in the country of residence of the holder of Securities, which is not covered by this summary, but where the provisions of the treaties on the avoidance of double taxation should be taken into consideration. Prospective purchasers of Securities are advised to consult their own tax advisers as to the tax consequences of the purchase, ownership and disposition of Securities, including the effect of any state or local taxes, under the tax laws of Hungary and each country of which they are residents.*

**Withholding tax (foreign resident individual holders of Securities)**

The payments of interest on and yield realised upon the redemption or sale of publicly offered and traded Securities (**Interest Income**) is taxed at 16 per cent. Securities listed on a regulated market of an EEA member state are considered publicly offered and traded Securities.

The proceeds paid on privately placed Securities which are not listed on a regulated market of an EEA member state is considered as other income (**Other Income**) which is taxable as part of the individual's aggregated income (the tax payable is 16 per cent.). The capital gains realised on the sale of such Securities is considered, as a general rule, capital gains income (**Capital Gains Income**). The tax rate applicable to Capital Gains Income is 16 per cent.

Foreign resident individual holders of Securities are subject to tax in Hungary if they realise Interest Income from Hungarian sources or income that is otherwise taxable in Hungary if the international treaty or reciprocity so requires. Interest Income should be treated as having a Hungarian source where:

(a) the Issuer is resident in Hungary for tax purposes;

(b) the Issuer has a permanent establishment in Hungary and Interest Income realised on the basis of the Securities is paid by the Hungarian permanent establishment of the Issuer;

(c) the foreign resident individual holder of Securities has a permanent establishment in Hungary to which the Interest Income is attributable.

The tax on payments of the Interest Income is to be withheld by the "Payor" (*kifizető*) (as defined below).

Pursuant to Act XCII of 2003 on the Rules of Taxation (**ART**) a "Payor" means a Hungarian resident legal person, organisation, or private entrepreneur who provides taxable income, irrespective of whether such payment is made directly or through an intermediary (post office, credit institution). In respect of interest, Payor shall mean the borrower of a loan or, the issuer of a note, including, the investment service provider or credit institution providing the interest instead of it. In respect of revenues originating from a transaction concluded with the involvement of a licensed stockbroker, "Payor" shall mean such stockbroker. The Hungarian permanent establishment of a foreign resident entity is also considered as a "Payor".

Interest, as defined by Schedule 7 of the ART (which implements the provisions of the Savings Directive), realised on the Securities by citizens of any other Member State of the European Union is not subject to Hungarian tax where a paying agent based in Hungary is obliged to provide data to the Hungarian state tax authority on the basis of Schedule 7 of the ART.

A foreign resident individual holder who does not have a permanent establishment in Hungary is not subject to tax in Hungary if he realises Capital Gains Income from Hungary since such income is not considered as Hungarian source income.

Please note that the provisions of the applicable double tax conventions, if any, should be considered when assessing the Hungarian tax liabilities of a foreign resident individual holder.

**Withholding tax (foreign resident corporate holders of Securities)**

Interest on Securities paid to foreign resident corporate holders of Securities who do not have a permanent establishment in Hungary, by resident legal entities or other persons and any capital gains realised by such foreign resident holders of Securities on the sale of the Securities is not subject to tax in Hungary. The tax liability of a foreign resident corporate holder of Securities, which has a permanent establishment in Hungary is limited, in general, to the income from business activities realised through its Hungarian permanent establishment.

**Taxation of Hungarian resident individual holders of Securities**

Act CXVII of 1995 on Personal Income Tax (the **Personal Income Tax Act**) applies to the tax liability of Hungarian and foreign private individuals. The tax liability of Hungarian resident private individuals covers the worldwide income of such persons.

According to the provisions of the Personal Income Tax Act, in the case of individual holders of Securities, Interest Income is the income paid as interest and the capital gains realised upon the redemption or the sale of publicly offered and publicly traded debt securities. The withholding tax on Interest Income is 16 per cent. Securities listed on a regulated market of an EEA member state are considered publicly offered and traded Securities.

The proceeds paid on privately placed Securities which are not listed on a regulated market of an EEA member state is considered as Other Income which is taxable as part of the individual's aggregated income (the tax payable is 16 per cent.) (and may be subject to a health care contribution of 27 per cent., as well). The capital gains realised on the sale or redemption of such Securities is considered, as a general rule, Capital Gains Income. The tax rate applicable to Capital Gains Income is 16 per cent. Pursuant to Act LVXI of 1998 on Healthcare Contributions (the "**Healthcare Contributions Act**"), Interest Income and Capital Gains Income realised by Hungarian resident individual subject to further conditions is generally subject to 6 per cent. and 14 per cent. healthcare contributions respectively.

The rules of the Personal Income Tax Act may in certain circumstances impose a requirement upon the "Payor" (*kifizető*) (as defined below) to withhold tax on the interest payments to individual holders of Securities. In certain circumstances, the Healthcare Contributions Act imposes a requirement upon the "Payor" to withhold healthcare contributions on the interest payments to individual holders of Securities.

Pursuant to the ART the definition of a "Payor" covers a Hungarian resident legal person, other organisation, or private entrepreneur that (who) provides taxable income, irrespective of whether such payment is made directly or through an intermediary (post office, credit institution). In respect of interest, **Payor** shall mean the borrower of a loan or the issuer of a note including, the investment service provider or credit institution providing the interest instead of it. In respect of revenues originating from a transaction concluded with the involvement of a licensed stockbroker, **Payor** shall mean such stockbroker. In respect of income that is earned in a foreign country and taxable in Hungary, **Payor** shall mean the "paying agent" (*megbízott*) (legal person, organisation, or private entrepreneur) having tax residency in Hungary, except in cases where the role of a financial institution is limited to performing the bank transfer or payment.

**Taxation of Hungarian resident corporate holders of Securities**

Under Act LXXXI of 1996 on Corporate Tax and Dividend Tax (the **Corporation Tax Act**), Hungarian resident taxpayers have a full, all-inclusive tax liability. In general, resident entities are those established under the laws of

Hungary (i.e. having a Hungarian registered seat). Foreign persons having their place of management in Hungary are also considered as Hungarian resident taxpayers.

In general, interest and capital gains realised by Hungarian resident corporate holders of Securities on the Securities will be taxable in the same way as the regular income of the holders of Securities. The corporation tax rate in Hungary is 10 per cent. up to the first HUF 500 million of the taxpayer's annual profit before tax income and 19 per cent. for the part exceeding the HUF 500 million threshold.

Financial institutions, financial enterprises, insurance companies and investment enterprises may be subject to local business tax and innovation tax on the basis of the proceeds realised on Securities.

## IRISH TAXATION

*The following is a summary of the Irish withholding tax treatment of the Securities. The summary does not purport to be a comprehensive description of all of the Irish tax considerations that may be relevant to a decision to purchase, own or dispose of the Securities.*

The summary is based upon the laws of Ireland and the published practices of the Revenue Commissioners of Ireland as in effect on the date of this Base Prospectus. Prospective investors in the Securities should consult their own advisers as to the Irish or other tax consequences of the purchase, beneficial ownership and disposition of the Securities including, in particular, the effect of any state or local law taxes, if applicable.

**Irish Withholding Tax**

Irish withholding tax applies to certain payments including payments of:

- Irish source yearly interest (yearly interest is interest that is capable of arising for a period in excess of one year);
- Irish source annual payments (annual payments are payments that are capable of being made for a period in excess of one year and are pure income-profit in the hands of the recipient); and
- Distributions (including interest that is treated as a distribution under Irish law) made by companies that are resident in Ireland for the purposes of Irish tax;

at the standard rate of income tax (currently 20 per cent).

On the basis that the Issuer is not resident in Ireland for the purposes of Irish tax, nor does the Issuer operate in Ireland through a branch or agency with which the issue of the Securities is connected, nor are the Securities held in Ireland through a depository or otherwise located in Ireland, then to the extent that payments of interest or annual payments arise on the Securities, such payments should not be regarded as payments having an Irish source for the purposes of Irish taxation.

Accordingly, the Issuer or any paying agent acting on behalf of the Issuer should not be obliged to deduct any amount on account of these Irish withholding taxes from payments made in connection with the Securities.

Separately, for as long as the Securities are quoted on a stock exchange, a purchaser of the Securities should not be obliged to deduct any amount on account of Irish tax from a payment made by it in connection with the purchase of the Securities.

**Irish Encashment Tax**

Payments on any Securities paid by a paying agent in Ireland or collected or realised by an agent in Ireland acting on behalf of the beneficial owner of Securities will be subject to Irish encashment tax at the standard rate of Irish tax (currently 20 per cent), unless it is proved, on a claim made in the required manner to the Revenue Commissioners of Ireland, that the beneficial owner of the Securities entitled to the interest or distribution is not resident in Ireland for the purposes of Irish tax and such interest or distribution is not deemed, under the provisions of Irish tax legislation, to be income of another person that is resident in Ireland.

## ITALIAN TAXATION

The following is a summary of current Italian law and practice relating to the taxation of the Securities, as defined in the Note, Warrant and Certificate Programme. The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Securities and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules.

Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Securities.

**Italian taxation of Notes**

**1. Interest and other proceeds**

**1.1 Notes qualifying as bonds or securities similar to bonds**

Legislative Decree No. 239 of 1 April 1996, as amended (the "**Decree 239**"), regulates the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price, hereinafter collectively referred to as "**Interest**") from notes issued, *inter alia*, by non-Italian resident entities, falling within the category of bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*).

For this purpose, securities similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value and that do not allow any direct or indirect participation to the management of the issuer.

A. *Resident Noteholders*

Where an Italian resident Noteholder who is the beneficial owner of the Notes is (i) an individual not engaged in a business activity to which the Notes are effectively connected, (ii) a non-commercial partnership (with the exception of general partnership, limited partnership and similar entities), (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, Interest payments relating to the Notes are subject to a tax, referred to as *imposta sostitutiva*, levied at the rate of 26 per cent. (either when the Interest is paid by the Issuer, or when payment thereof is obtained by the Noteholder on a sale of the relevant Notes). The *imposta sostitutiva* may not be recovered by the Noteholder as a deduction from the income tax due.

In case the Notes are held by a Noteholder engaged in a business activity and are effectively connected with same business activity, the Interest will be subject to the *imposta sostitutiva* and will be included in the relevant income tax return. As a consequence, the Interest will be subject to the ordinary income tax and the *imposta sostitutiva* may be recovered as a deduction from the income tax due.

Pursuant to Decree 239, *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* ("**SIMs**"), fiduciary companies, *società di gestione del risparmio* ("**SGRs**") stock exchange agents and other entities identified by the relevant Decrees of the Ministry of Finance (the "**Intermediaries**").

An Intermediary must (i) be (a) resident in Italy, (b) a permanent establishment in Italy of a non Italian resident financial intermediary or (c) an entity or a company not resident in Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of Italian

Ministry of Finance having appointed an Italian representative for the purposes of Decree 239 and (ii) intervene, in any way, in the collection of Interest or in the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Where the Notes are deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any entity paying Interest to a Noteholder. If the Interest is not collected through an Intermediary or any entity paying Interest and as such no *imposta sostitutiva* is levied, the Italian resident Noteholder listed above will be required to include Interest in their yearly income tax return and subject them to a final substitutive tax at the rate of 26 per cent.

The *imposta sostitutiva* does not apply, *inter alia*, to the following subjects, to the extent that the Notes and the relevant Coupons are deposited in a timely manner, directly or indirectly, with an Intermediary:

(i) Corporate Noteholders – Where an Italian resident Noteholder is a corporation or a similar commercial entity (including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected), Interest accrued on the Notes must be included in: (I) the relevant Noteholder's yearly taxable income for corporate income tax purposes ("**IRES**"), generally applying at a rate equal to 27.5 per cent.; and (II) in certain circumstances, depending on the "status" of the Noteholder, also in its net value of production for the purposes of regional tax on productive activities ("**IRAP**") generally levied at a rate of approximately 5 per cent., which can increase or decrease according to certain circumstances;

(ii) Investment funds - If the Noteholder is resident in Italy and is an open-ended or closed-ended investment fund, a SICAF (an investment company with fixed share capital) or a SICAV (an investment company with variable capital) established in Italy and either (i) the fund, the SICAF or the SICAV or (ii) their manager is subject to the supervision of a regulatory authority (the **Fund**), and the relevant Notes are held by an authorised intermediary, interest, premium and other income accrued during the holding period on the Notes will not be subject to *imposta sostitutiva*, but must be included in the management results of the Fund. The Fund will not be subject to taxation on such results but a withholding tax of 26 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders or shareholders (the "**Collective Investment Fund Tax**");

(iii) Pension funds – Pension funds (subject to the tax regime set forth by article 17 of the Legislative Decree No. 252 of 5 December 2005, the "**Pension Funds**") are subject to a 20 per cent. substitutive tax on their annual net accrued result. Interest on the Notes is included in the calculation of said annual net accrued result with certain adjustments for fiscal year 2014 as provided by Law No. 190 of 23 December 2014 (the "**Finance Act for 2015**"); and

(iv) Real estate investment funds – Under the current regime provided by Law Decree No. 351 of 25 September 2001, converted into law with amendments by Law No. 410 of 23 November 2001, as clarified by the Italian Ministry of Economics and Finance through Circular No. 47/E of 8 August 2003, payments of Interest in respect of the Notes made to Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented, (the "**Real Estate Investment Funds**") and Article 14-bis of Law No. 86 of 25 January 1994 and Italian real estate SICAFs (the "**Real Estate SICAFs**") are subject neither to imposta sostitutiva nor to any other income tax in the hands of the same Real Estate Investment Funds or the Real Estate SICAFs.

B. *Non-Resident Noteholders*

No Italian *imposta sostitutiva* is applied on payments to a non-Italian resident Noteholder of interest or premium relating to the Notes provided that, if such Notes are held in Italy, the non-Italian resident Noteholder declares itself to be a non-Italian resident according to Italian tax regulations.

**2. Capital Gains**

*Resident Noteholders*

Pursuant to Legislative Decree No. 461 of 21 November 1997, as amended, a 26 per cent. capital gains tax (the "**CGT**") is applicable to capital gains realised on the sale or transfer of the Notes for consideration or on redemption thereof by Italian resident individuals (not engaged in a business activity to which the Notes are effectively connected), regardless of whether the Notes are held outside of Italy.

For the purposes of determining the taxable capital gain, any Interest on the Notes accrued and unpaid up to the time of the purchase and the sale of the Notes must be deducted from the purchase price and the sale price, respectively.

Should the Notes qualify as atypical securities, based on a very restrictive interpretation, the aforesaid capital gains would be subject to the 26 per cent. final withholding tax mentioned under paragraph "Securities qualifying as a Atypical Securities" below.

Taxpayers can opt for certain alternative regimes in order to pay the CGT.

The aforementioned regime does not apply to the following subjects:

(i) Corporate investors (including banks and insurance companies): capital gains on the Notes held by Italian resident corporate entities (including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected) form part of their aggregate income subject to IRES. In certain cases, capital gains may also be included in the taxable net value of production of such entities for IRAP purposes. The capital gains are calculated as the difference between the sale price and the relevant tax basis of the Notes. Upon fulfilment of certain conditions, the gains may be taxed in equal instalments over up to five fiscal years for IRES purposes.

(ii) Funds – Capital gains realised by the Funds on the Notes contribute to determining the annual net accrued result of the same Funds. The Funds will not be subject to taxation on such results but the Collective Investment Fund Tax will apply, in certain circumstances, to distributions made in favour of unitholders or shareholders (see under paragraph 1.1.A. "Italian resident Noteholders", above).

(iii) Pension Funds – Capital gains realised by Pension Funds on the Notes contribute to determining the annual net accrued result of the same Pension Funds, which is subject to a 20 per cent. substitutive tax (see under paragraph 1.1.A "Italian resident Noteholders", above). Interest on the Notes is included in the calculation of said annual net accrued result with certain adjustments for fiscal year 2014, as provided by the Finance Act of 2015.

(iv) Real Estate Investment Funds – Capital gains realised by Italian Real Estate Investment Funds and Real Estate SICAFs on the Notes are generally not taxable at the level of the same Real Estate Investment Funds or Real Estate SICAFS (see under paragraph 1.1.A "Italian resident Noteholders", above).

*Non-Resident Noteholders*

Capital gains realised by non-resident Noteholders (not having permanent establishment in Italy to which the Notes are effectively connected) on the Notes are not subject to tax in Italy, provided that the Notes (i) are traded on regulated markets, or (ii) if not traded on regulated markets, are held outside Italy.

The provisions of the applicable tax treaties against double taxation entered into by Italy apply if more favourable and all the relevant conditions are met.

**Italian taxation of W&C Securities**

**1. Capital Gains**

Warrants, Certificates qualifying as securitised derivative financial instruments and other securitised derivatives are subject to Article 67 of Presidential Decree No. 917 of 22 December 1986 (the "**TUIR**") and Legislative Decree No. 461 of 21 November 1997 (the "**Decree 461**"), as subsequently amended, where the Italian resident Holder of W&C Securities is (i) an individual not engaged in an entrepreneurial activity to which the W&C Securities are connected, (ii) a non-commercial partnership pursuant to article 5 of TUIR (with the exception of general partnership, limited partnership and similar entities), (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains realised under the sale or the exercise of the W&C Securities are subject to a 26 per cent. substitute tax. The recipient may opt for three different taxation criteria:

(1) Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for taxation of capital gains realised by Italian resident individuals not engaged in an entrepreneurial activity to which the W&C Securities are connected, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any offsettable capital loss, realised by the Italian resident individual holding the W&C Securities not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the W&C Securities carried out during any given tax year. Italian resident individuals holding the W&C Securities not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years. Pursuant to Law Decree No. 66 of 24 April 2014 ("**Decree 66**"), as converted into law by Law No. 89 of 23 June 2014, capital losses may be carried forward to be offset against capital gains of the same nature realised after 30 June 2014 for an overall amount of: (i) 48.08 per cent. of the relevant capital losses realised before 1 January 2012; (ii) 76.92 per cent. of the capital losses realised from 1 January 2012 to 30 June 2014;

(2) As an alternative to the tax declaration regime, Italian resident individuals holding the W&C Securities not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the W&C Securities (the "*risparmio amministrato*" regime provided for by article 6 of Decree 461). Such separate taxation of capital gains is allowed subject to: (i) the W&C Securities being deposited with Italian banks, SIMs or certain authorised financial intermediaries; and (ii) an express valid election for the *risparmio amministrato* regime being made in writing in a timely manner by the relevant Holder of W&C Securities. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the W&C Securities (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Holder of W&C Securities or using funds provided by the Holder of W&C Securities for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the W&C Securities results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Holder of W&C Securities is not required

to declare the capital gains in the annual tax return. Pursuant to Decree 66, capital losses may be carried forward to be offset against capital gains of the same nature realised after 30 June 2014 for an overall amount of: (i) 48.08 per cent. of the relevant capital losses realised before 1 January 2012; (ii) 76.92 per cent. of the capital losses realised from 1 January 2012 to 30 June 2014; and

(3) Any capital gains realised or accrued by Italian resident individuals holding the W&C Securities not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the W&C Securities, to an authorised intermediary and have validly opted for the so-called "*risparmio gestito*" regime (regime provided for by article 7 of Decree 461) will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. substitute tax to be paid by the managing authorised intermediary. Under this *risparmio gestito* regime, any depreciation of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Holder of W&C Securities is not required to declare the capital gains realised in the annual tax return. Pursuant to Decree 66, decreases in value of the management assets may be carried forward to be offset against any subsequent increase in value accrued as of 1 July 2014 for an overall amount of: (i) 48.08 per cent. of the relevant decreases in value registered before 1 January 2012; (ii) 76.92 per cent. of the decreases in value registered from 1 January 2012 to 30 June 2014.

Where an Italian resident Holder of W&C Securities is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the W&C Securities are effectively connected, capital gains arising from the W&C Securities will not be subject to *imposta sostitutiva*, but must be included in the relevant Holder of W&C Securities's income tax return and are therefore subject to Italian corporate tax and, in certain circumstances, depending on the status of the Holder of W&C Securities, also as a part of the net value of production for IRAP purposes.

If the investor is an open-ended or closed-ended investment fund, a SICAF (an investment company with fixed share capital) or a SICAV (an investment company with variable capital) established in Italy and either (i) the fund, the SICAF or the SICAV or (ii) their manager is subject to the supervision of a regulatory authority (the "**Fund**"), and the relevant W&C Securities are held by an authorised intermediary, capital gains arising from the W&C Securities will not be subject to *imposta sostitutiva*, but must be included in the management results of the Fund. The Fund will not be subject to taxation on such results but the Collective Investment Fund Substitutive Tax will apply, in certain circumstances, to distributions made in favour of unitholders or shareholders.

Any capital gains realised by a Holder of W&C Securities which is an Italian pension fund (subject to the regime provided by article 17 of the Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 20 per cent. *ad hoc* substitute tax on their annual net accrued result with certain adjustments for fiscal year 2014 as provided by the Finance Act of 2015.

Capital gains realised by non-Italian resident Holders of W&C Securities are not subject to Italian taxation, provided that the W&C Securities (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside of Italy. The provisions of the applicable tax treaties against double taxation entered into by Italy apply if more favourable and all the relevant conditions are met.

**Common provisions**

**Securities qualifying as Atypical Securities**

Interest payments relating to Notes that are not deemed to fall within the category of bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*) or securities that are not qualified as W&C Securities for Italian tax purposes (all together referred as **Atypical Securities**) are subject to a withholding tax, levied at the rate of 26 per cent..

For this purpose, debentures similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value.

Interest payments on Atypical Securities made to Italian resident Noteholders which are (i) companies or similar commercial entities (including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected), and (ii) commercial partnerships, are not subject to the aforementioned withholding tax, but form part of their aggregate income subject to IRES. In certain cases, such Interest may also be included in the taxable net value of production for IRAP purpose.

Interest payments relating to Atypical Securities received by non-Italian resident beneficial owners (not having a permanent establishment in Italy to which the Notes are effectively connected) are generally not subject to tax in Italy provided that, if the Notes are held in Italy, the Non-Resident Noteholder declares itself to be non-Italian resident according to the Italian tax regulations.

The withholding is levied by the Italian intermediary appointed by the Issuer, intervening in the collection of the relevant income or in the negotiation or repurchasing of the Notes.

**Transfer Tax**

Following the repeal of the Italian transfer tax, contracts relating to the transfer of Securities are subject to the registration tax as follows: (i) public deeds and notarised deeds are subject to fixed registration tax at rate of EUR 200; (ii) private deeds are subject to registration tax only in case of use or voluntary registration.

**Payments made by a non-resident Guarantor**

With respect to payments made to Italian resident Holders of Securities by a non-Italian resident Guarantor, in accordance with one interpretation of Italian tax law, any such payment made by the Italian non-resident Guarantor could be treated, in certain circumstances, as a payment made by the relevant Issuer and would thus be subject to the tax regime described in the previous paragraphs of this section.

**Inheritance and gift taxes**

Pursuant to Law Decree No. 262 of 3 October 2006, converted into Law No. 286 of 24 November, 2006, the transfers of any valuable asset (including shares, bonds or other securities) as a result of death or donation are taxed as follows:

(a) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding, for each beneficiary, EUR 1,000,000;

(b) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree, are subject to an inheritance and gift tax applied at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or the gift exceeding, for each beneficiary, EUR 100,000; and

(c) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

If the transfer is made in favour of persons with severe disabilities, the tax is levied to the rate mentioned above in (a), (b) and (c) on the value exceeding EUR1,5000,000.

**Stamp duty**

Pursuant to Article 19(1) of Decree No. 201 of 6 December 2011 ("**Decree 201**"), a proportional stamp duty applies on an annual basis to the periodic reporting communications sent by financial intermediaries to their clients for the

securities deposited in Italy. The stamp duty applies at a rate of 0.2 per cent. and cannot exceed EUR 14,000 for taxpayers other than individuals; this stamp duty is determined on the basis of the market value or – if no market value figure is available – the nominal value or redemption amount of the securities held.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 20 June 2012) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

**Wealth Tax on securities deposited abroad**

Pursuant to Article 19(18) of Decree 201, Italian resident individuals holding the securities outside the Italian territory are required to pay an additional tax at a rate of 0.2 per cent.

This tax is calculated on the market value of the securities at the end of the relevant year or, if no market value figure is available, the nominal value or the redemption value of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes paid in the State where the financial assets are held (up to an amount equal to the Italian wealth tax due).

**Italian Financial Transaction Tax (IFTT)**

Italian shares and other participating instruments, as well as depository receipts representing those shares and participating instruments irrespective of the relevant issuer, (cumulatively referred to as "**In-Scope Shares**"), received by an investor upon physical settlement of the Securities may be subject to a 0.2 per cent. IFTT calculated on the value of the Securities as determined according to Article 4 of Ministerial Decree of 21 February 2013, as amended (the "**IFTT Decree**").

Investors on derivative transactions or transferable securities and certain equity-linked notes mainly having as underlying or mainly linked to In-Scope Shares are subject to IFTT at a rate ranging between €0.01875 and €200 per counterparty, depending on the notional value of the relevant derivative transaction or transferable securities calculated pursuant to Article 9 of the IFTT Decree. IFTT applies upon subscription, negotiation or modification of the derivative transactions or transferable securities. The tax rate may be reduced to a fifth if the transaction is executed on certain qualifying regulated markets or multilateral trading facilities.

**Implementation in Italy of the EU Savings Directive**

Italy has implemented the EC Council Directive 2003/48/EC (the "**EU Savings Directive**") through Legislative Decree No. 84 of 18 April, 2005 ("**Decree 84**"). Under Decree 84, subject to a number of important conditions being met, in the case of interest paid to individuals which qualify as beneficial owners of the interest payment and are resident for tax purposes in another Member State, Italian qualified paying agents shall report to the Italian Tax Authorities details of the relevant payments and personal information on the individual beneficial owner and shall not apply the withholding tax. Such information is transmitted by the Italian tax authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.

## LUXEMBOURG TAXATION

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. The information contained within this section is limited to Luxembourg withholding tax issues and does not purport to be a comprehensive description of all the Luxembourg tax considerations which may be relevant to a decision to purchase, own or dispose of the Securities. In particular, this information does not describe the tax consequences for a holder of Securities that are redeemable in exchange for, or convertible into, shares. Prospective investors in the Securities 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 withholding tax or a tax of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only.

**Withholding Tax**

(i) **Non-resident holders of Securities**

Under Luxembourg general tax laws currently in force and subject to the laws of 21 June 2005, as amended (the "**Laws**"), there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Securities, nor on accrued but unpaid interest in respect of the Securities, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Securities held by non-resident holders of Securities.

(ii) **Resident holders of Securities**

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 Securities, nor on accrued but unpaid interest in respect of Securities, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Securities held by Luxembourg resident holders of Securities.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg or to a residual entity (within the meanings of the laws of 21 June 2005 implementing the Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments and ratifying the treaties entered into by Luxembourg and certain dependent and associated territories of EU Member States (the "**Territories**"), as amended) established in an EU Member State (other than Luxembourg) or one of the Territories and securing such payments for the benefit of such individual beneficial owner will be subject to a withholding tax of 10 per cent.. Such withholding tax 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. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Securities coming within the scope of the Relibi Law would be subject to a withholding tax at a rate of 10 per cent.

## NETHERLANDS TAXATION

### General

The following summary outlines the principal Netherlands tax consequences of the acquisition, holding, settlement, redemption and disposal of the Securities, but does not purport to be a comprehensive description of all Netherlands tax considerations that may be relevant. For the purposes of Netherlands tax law, a holder of Securities may include an individual or entity who does not have the legal title of such Securities, but to whom nevertheless the Securities 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 Securities or the income thereof. 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 Securities.

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 Securities holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer and holders of Securities of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the 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 Securities and the income from the Securities 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, Sint Eustatius or Saba, to which permanent establishment or permanent representative the Securities are attributable;

(vi) individuals to whom Securities or the income there from are attributable to employment activities which are taxed as employment income in the Netherlands; and

(vii) holders of Securities for whom the benefits from the Securities qualify for the participation exemption within the meaning of article 13 of the Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

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.

This summary does not describe the consequences of the exchange or the conversion of the Securities.

**Withholding Tax**

All payments made by the Issuers under the Securities 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.

With respect to Securities issued by an Issuer that is considered to be a resident of the Netherlands for Netherlands tax purposes (a "**Netherlands Issuer**"), all payments made by such Netherlands Issuer under the Securities 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, provided that the Securities do not in fact function as equity of the Issuer within the meaning of article 10, paragraph 1, under d of the Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

**Corporate and Individual Income Tax**

(a) Residents of the Netherlands

If a holder of Securities 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 Securities are attributable, income derived from the Securities and gains realised upon the redemption, settlement or disposal of the Securities 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 Securities and gains realised upon the redemption, settlement or disposal of the Securities are taxable at the progressive rates (at up to a maximum rate of 52 per cent.) under the Netherlands Income Tax Act 2001 if:

(i) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Securities 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 Securities 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 Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) above applies, an individual that holds the Securities, must determine taxable income with regard to the Securities 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. This deemed return on income from savings and investments is fixed at a rate of 4 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 Securities will be included as an asset in the individual's yield basis. The 4 per cent. deemed return on income from savings and investments is taxed at a rate of 30 per cent..

(b) Non-residents of the Netherlands

If a person is not a resident of the Netherlands nor is deemed to be a resident of the Netherlands for Netherlands corporate or individual income tax purposes, such person is not liable to Netherlands income tax in respect of income derived from the Securities and gains realised upon the settlement, redemption or disposal of the Securities, unless:

(i) the person is not an individual and such person (1) has an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Securities are attributable, or (2) is (other than by way of securities) entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in the Netherlands and to which enterprise the Securities are attributable.

This income is subject to Netherlands corporate income tax at up to a maximum rate of 25 per cent..

(ii) the person is an individual and such individual (1) has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Securities are attributable, or (2) realises income or gains with respect to the Securities that qualify as income from miscellaneous activities in the Netherlands which includes activities with respect to the Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*), or (3) is other than by way of securities entitled to a share in the profits of an enterprise which is effectively managed in the Netherlands and to which enterprise the Securities are attributable.

Income derived from the Securities as specified under (1) and (2) is subject to individual income tax at progressive rates up to a maximum rate of 52 per cent.. Income derived from a share in the profits of an enterprise as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed return on income from savings and investments (as described above under "Residents of the Netherlands"). The fair market value of the share in the profits of the enterprise (which includes the Securities) will be part of the individual's Netherlands yield basis.

**Gift and Inheritance Tax**

(a) 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 Securities by way of a gift by, or on behalf of, or on the death of, a holder of Securities 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.

(b) Non-residents of the Netherlands

No gift or inheritance tax will be due in the Netherlands in respect of the acquisition of the Securities 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 Securities 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 who 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.

**Value Added Tax**

In general, no value added tax will arise in respect of payments in consideration for the issue of the Securities or in respect of a cash payment made under the Securities, or in respect of a transfer of Securities.

**Other 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 Securities.

**EU Savings Directive**

For further information in respect of EC Council Directive 2003/48/EC on the taxation of savings income, please refer to the section "EU DIRECTIVE ON THE TAXATION OF SAVINGS INCOME" above.

## POLISH TAXATION

(a) General Information

The following is a discussion of certain Polish tax considerations relevant to an investor resident in Poland or which is otherwise subject to Polish taxation. This statement should not be deemed to be tax advice. It is based on Polish tax laws and, as its interpretation refers to the position as at the date of this prospectus, it may thus be subject to change including a change with retroactive effect. Any change may negatively affect tax treatment, as described below. This description does not purport to be complete with respect to all tax information that may be relevant to investors due to their personal circumstances. Prospective purchasers of the Securities are advised to consult their professional tax advisor regarding the tax consequences of the purchase, ownership, disposal, redemption or transfer without consideration of the Securities. The information provided below does not cover tax consequences concerning income tax exemptions applicable to specific taxable items or specific taxpayers (e.g. domestic or foreign investment funds).

The reference to "interest" as well as to any other terms in the paragraphs below means "interest" or any other term as understood in Polish tax law.

(b) Taxation of a Polish tax resident private investor (natural person)

(1) Income from capital investments other than interest

Income other than interest derived by a Polish tax resident individual (a person who has his/her centre of personal or business interests located in Poland or who stays in Poland for longer than 183 days in a year) from financial instruments held as non-business assets, qualify as capital income according to Art. 17 of the Polish Personal Income Tax Act (the "**PIT Act**"). This income does not cumulate with the general income subject to the progressive tax scale but is subject to a 19 per cent. flat rate tax. The costs of acquiring the Securities are recognised at the time the revenue is achieved. In principle, this income should be settled by the taxpayer by 30 April of the year following the year in which the income was earned. No tax or tax advances should be withheld by the person making the payments.

(2) Withholding tax on interest income

Interest income does not cumulate with general income subject to the progressive tax rate but is subject to 19 per cent. flat rate tax.

Under Article 41.4 of the PIT Act, the interest payer, other than an individual not acting within the scope of his/her business activity, should withhold the 19 per cent. Polish tax upon any interest payment. In practice, the obligation to withhold tax applies only to Polish interest payers and not foreign taxpayers. Under the Art. 41.4d of the PIT Act, tax on interest or discount on Securities is withheld by entities keeping securities accounts for taxpayers, in their capacity as tax remitters, if the income (revenue) is earned in the territory of Poland and is associated with the securities registered in these accounts, and, further, if relevant payments are made to the taxpayers through those entities. However, given that the interest on Securities may be classified as not earned in Poland and the term "person making the interest payment" is not precisely defined in the law, under some interpretations issued by the Polish tax authorities, in certain cases Polish banks or Polish brokerage houses maintaining securities accounts may refuse to withhold the tax. According to Article 45.3b of the PIT Act, if the tax is not withheld, the individual is obliged to settle the tax himself/herself by 30 April of the following year.

Additionally, under Art. 30a.2a of the PIT Act, with respect to income (revenue) from interest transferred to taxpayers holding rights attached to securities (including the Securities referred to

herein) registered in Polish omnibus accounts whose identity has not been revealed to the tax remitter in accordance with the Act on Trading in Financial Instruments, a 19 per cent. flat-rate tax is withheld by the tax remitter from the aggregate income (revenue) released for the benefit of all such taxpayers through the omnibus account holder. The tax is withheld on the date when an interest or discount payment is released to the omnibus account.

Under Art. 45.3c of the PIT Act, taxpayers are obliged to disclose the amount of interest (discount) on securities (including the Securities referred to herein) in the annual tax return if the Securities were registered in an Polish omnibus account and the taxpayer's identity was not revealed to the tax remitter.

If interest is paid by a foreign entity, according to practice the entity would not be obliged to withhold Polish income tax and the tax should be settled by the individual. Potentially the foreign entity could make withholdings pursuant to the laws of other jurisdictions. Withholding tax incurred outside Poland (including countries which have not concluded a tax treaty with Poland), up to an amount equal to the tax paid abroad, but not higher than 19 per cent. tax on the interest amount, could be deducted from the Polish tax liability. Double tax treaties in particular can provide other methods of withholding tax settlements.

(c) Taxation of a Polish tax resident (corporate income taxpayer or a natural person) holding the Securities as a business asset

A Polish tax resident, i.e. a corporate income taxpayer having its registered office or place of management in Poland or a natural person who has his/her centre of personal or business interests located in Poland or who stays in Poland for longer than 183 days in a year holding the Securities as a business asset, will be subject to income tax in respect of the Securities (both on any capital gains and on interest/discount), following the same principles as those which apply to any other income received from business activity. As a rule, for Polish income tax purposes interest is recognised as revenue on a cash basis, i.e. when it is received and not when it has accrued. In respect of capital gains, the cost of acquiring the Securities will be recognised at the time the revenue is achieved.

The appropriate tax rate will be the same as the tax rate applicable to business activity, i.e. 19 per cent. for a corporate income taxpayer and, in the case of a natural person, either 19 per cent. or the progressive tax rate up to 32 per cent., depending on the taxpayer's choice and whether other requirements are met. However, with respect to individuals, the tax authorities may require that the income is taxed on the same principles as apply to individual private investors, described above.

(d) Securities held by a non-Polish tax resident (natural person or corporate income taxpayer)

Non-Polish tax residents i.e. natural persons (persons who do not have his centre of personal or business interests located in Poland and who do not stay in Poland for longer than 183 days in a year) or corporate income taxpayers which do not have their registered office or place of management in Poland are subject to Polish income tax only with respect to their income earned in Poland. If the Securities are issued by a foreign entity, in principle interest should not be considered as having been earned in Poland. Capital gains should also not be considered as arising in Poland unless the Securities are sold on a stock exchange in Poland (the Warsaw Stock Exchange) and the sale is performed on the exchange in Poland, in which case the tax authorities may consider the income as originating in Poland. If the latter is the case, however, most of the tax treaties concluded by Poland provide for a tax exemption with respect to Polish income tax on capital gains derived from Poland by a foreign tax resident. The treaties may include a withholding tax exemption or a reduction on interest (down to 15 per cent., 10 per cent., 5 per cent. or 0 per cent. depending on the relevant treaty and occasionally on the status of the recipient of the interest). In order to benefit from a tax treaty, a

foreign investor should present a relevant certificate of its tax residency. Unless stated otherwise in the tax residency certificate, it is valid for twelve consecutive months from its date of issue.

If a foreign recipient of income acts through a permanent establishment in Poland to which interest is related, as a matter of principle it should be treated in the same manner as a Polish tax resident.

## PORTUGUESE TAXATION

The following summary describes the tax regulations applicable to the acquisition, ownership, redemption and transfer, if any, of the Securities (notes, warrants and certificates) by Portuguese resident individual or corporate investors under current Portuguese law, though it does not take into account any developments or amendments thereof after the date of this Base Prospectus whether or not such developments or amendments have retroactive effect.

It should be noted that this summary does not explain all possible tax consequences of the above-mentioned transactions or the tax regulations applicable to all categories of Securities' holders, some of which may be subject to special rules.

Prospective investors are therefore advised to consult their lawyers or tax advisers, who will be in a position to provide personalised advice in the light of their particular circumstances. Prospective investors should also pay attention to any changes in currently applicable legislation or administrative interpretations thereof that may occur in the future.

### 1. Warrants and Certificates that do not guarantee more than 100 per cent. of the principal

#### (i) Individual investors

Income from operations related to warrants and certificates that do not guarantee more than 100 per cent. of the principal, in the case of its sale prior to the redemption as well as its redemption, should be qualified as a capital gain.

Income subject to Personal Income Tax ("**PIT**") obtained on the sale of certificates corresponds to the positive difference between the sale price and the acquisition price. Income subject to PIT obtained on the redemption of certificates corresponds, on the moment of that redemption, to the positive difference between the market price of the underlying asset and the certificate acquisition price.

Income subject to PIT when disposing of warrants is determined by the positive difference between the sale price and the acquisition price. Income subject to PIT in the exercise of warrants is determined, on the moment of that exercise, by the positive difference between the market price of the underlying asset and the exercise price added of the warrant acquisition price, for call warrants, and by the positive difference between the exercise price deducted of the warrant acquisition price and the market price of the underlying asset, for put warrants.

The individual may choose between the taxation of the positive difference between capital gains and losses at an autonomous rate of 28 per cent. or to aggregate that income to the remaining income to be subject to the general progressive tax rates varying between 14.5 per cent. and 48 per cent. (plus (i) an additional surcharge of 2.5 per cent. applicable on income exceeding € 80,000 and up to €250,000 and of 5 per cent. applicable on income exceeding € 250,000, and (ii) a surtax of 3.5 per cent on income exceeding the annual national minimum wage).

Capital losses do not take part in the calculation of the balance referred in the previous paragraph when the counterpart in the operation is resident in a country or territory listed as a tax haven in order 150/2004 of February 13, as amended ("**Tax Haven**").

Income obtained by resident individuals arising from operations related to warrants and certificates that do not guarantee more than 100 per cent. of the principal is not subject to Portuguese withholding tax.

(ii) **Corporate investors**

As to corporate entities resident in Portuguese territory, the income from operations related to warrants and certificates are considered as profits and subject to Corporate Income Tax ("**CIT**") at a 21 per cent. rate, possibly added to a municipal surcharge up to a maximum of 1.5 per cent. A state surcharge is applicable to income obtained by CIT taxable entities as follows: (a) taxable income exceeding € 1,500,000 up to € 7,500,000 will be subject to a State surcharge of 3 per cent., (b) taxable income exceeding € 7.500.000 up to € 35.000.000 will be subject to a State surcharge of 5 per cent and (iii) taxable income above € 35,000,000 will be subject to a State surcharge of 7 per cent.

Income obtained by resident corporate investors arising from operations related to warrants and certificates that do not guarantee more than 100 per cent. of the principal is not subject to Portuguese withholding tax.

**2. Certificates that guarantee more than 100 per cent. of the principal ("secured certificates"), notes and other debt securities (not included in 1. above)**

(i) **Individual investors**

(a) *Income arising from secured certificates, notes and other debt securities*

Income deriving from secured certificates, notes and other debt securities issued by non-resident entities is subject to a 28 per cent. withholding tax, if the payment is made by a Portuguese resident entity.

Income deriving from secured certificates, notes and other debt securities paid or made available ("*colocado à disposição*") to accounts in the name of one or more accountholders acting on behalf of one or more unidentified third parties is subject to a final withholding tax rate of 35 per cent., unless the relevant beneficial owner(s) of the income is/are identified and as a consequence the tax rates applicable to such beneficial owner(s) will apply.

The investor may choose to treat the withholding tax as a final tax (when applicable) or to tax the income deriving from secured certificates, notes and other debt securities at the general progressive tax rates varying between 14.5 per cent. and 48 per cent. (plus (i) an additional surcharge of 2.5 per cent. applicable on income exceeding € 80,000 and up to €250,000 and of 5 per cent. applicable on income exceeding € 250,000, and (ii) a surtax of 3.5 per cent on income exceeding the annual national minimum wage)., in which case the withholding will be treated as a payment on account of the final tax due.

In case the payer of the income is not a Portuguese resident entity, no withholding tax applies and the investor may choose between the taxation of income deriving from secured certificates, notes and other debt securities issued by non-resident entities at an autonomous rate of 28 per cent. (or 35 per cent. when income is paid or made available by an entity resident in a Tax Haven) or to aggregate that income to the remaining income to be subject to the general progressive tax rates varying between 14.5 per cent. and 48 per cent. (plus (i) an additional surcharge of 2.5 per cent. applicable on income exceeding € 80,000 and up to €250,000 and of 5 per cent. applicable on income exceeding € 250,000, and (ii) a surtax of 3.5 per cent on income exceeding the annual national minimum wage).

(b) *Income arising from the transfer of secured certificates, notes and other debt securities*

Regarding the capital gains obtained on the transfer of secured certificates, notes and debt securities, the investor may choose between the taxation of the positive difference between capital gains and losses at an autonomous rate of 28 per cent. or to aggregate that income to the remaining income to be

subject to the general progressive tax rates varying between 14.5 per cent. and 48 per cent. (plus (i) an additional surcharge of 2.5 per cent. applicable on income exceeding € 80,000 and up to €250,000 and of 5 per cent. applicable on income exceeding € 250,000, and (ii) a surtax of 3.5 per cent on income exceeding the annual national minimum wage).

Capital losses do not take part in the calculation of the net capital gains when the counterpart in the operation is resident in a Tax Haven.

Income obtained by resident individuals arising from capital gains related to secured certificates, notes and other debt securities is not subject to Portuguese withholding tax.

(ii) **Corporate investors**

In general, interest and income arising from the redemption of secured certificates, notes and other debt securities is subject to a 25 per cent. withholding on account of the final tax due, if the issuer is a Portuguese resident entity.

No withholding tax shall be levied when the issuer of the secured certificates, notes and other debt securities is a non resident entity or on gains obtained in the transfer of the secured certificates.

Interest and income arising from the transfer or redemption of secured certificates, notes and other debt securities is regarded as taxable income and therefore subject to Portuguese CIT, as a general rule, at a 21 per cent. tax rate, possibly added to a municipal surcharge up to a maximum of 1.5 per cent. of the CIT. A state surcharge is applicable to income obtained by CIT taxable entities as follows: (a) taxable income exceeding € 1,500,000 up to € 7,500,000 will be subject to a State surcharge of 3 per cent., (b) taxable income exceeding € 7.500.000 up to € 35.000.000 will be subject to a State surcharge of 5 per cent and (iii) taxable income above € 35,000,000 will be subject to a State surcharge of 7 per cent.

**3. Indirect Taxation**

The acquisition, redemption and transfer for a consideration of the Securities will not be subject to any Transfer Tax or Stamp Tax in Portugal and will be exempt from Portuguese Value Added Tax, in accordance with the Portuguese legislation.

**4. Stamp Tax and CIT on Inheritance and Gifts**

Acquisition of the Securities by individuals not for valuable consideration (by way of inheritance or gift) is subject to Stamp Tax, at a 10 per cent. rate, if the corresponding Issuer has its head office or its effective place of management in Portugal or a permanent establishment in this territory and the acquirer is a Portuguese resident.

Acquisition of the Securities by Portuguese resident corporate investors not for valuable consideration (by way of inheritance or gift) is regarded as taxable income and therefore subject to Portuguese CIT, as a general rule, at a 21 per cent. tax rate, possibly added to a municipal surcharge up to a maximum of 1.5 per cent.. A state surcharge is applicable to income obtained by CIT taxable entities as follows: (a) taxable income exceeding € 1,500,000 up to € 7,500,000 will be subject to a State surcharge of 3 per cent., (b) taxable income exceeding € 7.500.000 up to € 35.000.000 will be subject to a State surcharge of 5 per cent and (iii) taxable income above € 35,000,000 will be subject to a State surcharge of 7 per cent.

Acquisition of the Securities by non-resident corporate investors not for valuable consideration (by way of inheritance or gift) is subject to CIT, at a 25 per cent. rate, if the corresponding Issuer has its head office or its

effective place of management in Portugal. Under the tax treaties entered into by Portugal, such gains are usually not subject to Portuguese tax, but the applicable rules should be confirmed on a case by case basis.

## 5. EU Savings Directive

Portugal has implemented the EC Council Directive 2003/48/EC of 3 June 2003 on taxation savings income into the Portuguese law through Decree-Law no 62/2005, of 11 March 2005, as further amended. The Council of the European Union has approved the Council Directive no. 2014/48/EU, of 24 March 2014, amending the EC Council Directive no. 2003/48/EC, of 3 June 2003, on taxation of savings income in the form of interest payments. Portugal shall implement the Council Directive no. 2014/48/EU by no later than 1 January 2016.

## SPANISH TAXATION

The statements herein regarding the tax legislation in Spain are based on the laws in force in Spain as of the date of this Base Prospectus and are subject to any changes in law. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Securities. Each prospective holder or beneficial owner of Securities should consult its tax adviser as to the Spanish tax consequences of the ownership and disposition of the Securities.

### 1. Spanish resident individuals

#### 1.1 Notes and Certificates

**Personal Income Tax**

Personal Income Tax ("**PIT**") is levied on an annual basis on the worldwide income obtained by Spanish resident individuals, whatever its source and wherever the relevant payer is established. Therefore any income that a Spanish holder of the Notes and Certificates may receive under the Notes and Certificates will be subject to Spanish taxation.

Both interest periodically received and income arising on the disposal, redemption or reimbursement of the Notes and Certificates obtained by individuals who are tax resident in Spain will be regarded as financial income for tax purposes (i.e. a return on investment derived from the transfer of own capital to third parties).

These amounts will be included in the savings part of the taxable income subject to PIT at the following tax rates: (i) for taxable income up to €6,000: 20 per cent. as from 1 January 2015 and 19 per cent. as from 1 January 2016 onwards; (ii) for taxable income from €6,001 to €50,000: 22 per cent. as from 1 January 2015 and 21 per cent. as from 1 January 2016 onwards; and (iii) for any amount in excess of €50,000: 24 per cent. as from 1 January 2015 and 23 per cent. as from 1 January 2016 onwards.

Spanish holders of the Notes and Certificates shall compute the gross interest obtained in the savings part of the taxable base of the tax period in which it is due, including amounts withheld, if any.

Income arising on the disposal, redemption or reimbursement of the Notes and Certificates will be calculated as the difference between (a) their disposal, redemption or reimbursement value and (b) their acquisition or subscription value. Costs and expenses effectively borne on the acquisition and transfer of the Notes and Certificates may be taken into account for calculating the relevant taxable income, provided that they can be duly justified.

Likewise, expenses related to the management and deposit of the Notes and Certificates, if any, will be tax-deductible, excluding those pertaining to discretionary or individual portfolio management.

Losses that may derive from the transfer of the Notes and Certificates cannot be offset if the investor acquires homogeneous securities within the two-month period prior or subsequent to the transfer of the Notes and Certificates, until he/she transfers such homogeneous securities.

Additionally, tax credits for the avoidance of international double taxation may apply in respect of taxes paid outside Spain on income deriving from the Notes and Certificates, if any.

**Spanish Inheritance and Gift Tax**

Spanish Inheritance and Gift Tax is levied on transfers of Notes and Certificates upon death or by gift to Spanish tax resident individuals, with the taxpayer being the transferee. General tax rates currently range from 7.65 to 81.60 per cent. although the tax situation may vary depending on any applicable regional tax laws.

**Spanish Wealth Tax**

Spanish tax resident individuals are subject to an annual Wealth Tax on the tax year 2015 on their total net wealth, regardless of the location of their assets or of where their rights may be exercised, to the extent that their net wealth exceeds €700,000 (note that a different minimum tax exempt amount may be approved by the corresponding regional authorities). Therefore, Spanish holders of the Notes and Certificates should compute the value of the Notes and Certificates as at 31 December 2015 when calculating their Wealth Tax liabilities. The applicable tax rates range between 0.2 per cent. and 2.5 per cent. although the final tax rates may vary depending on any applicable regional tax laws, and some reductions may apply.

1.2 **Warrants**

**Personal Income Tax**

The premium or amount paid for the subscription of the Warrants would not be considered as a deductible expense, but as the acquisition value, which would include the expenses and commissions, inherent to the acquisition, paid by the acquirer.

Income obtained by holders of the Warrants covered by this Prospectus on their transfer before the expiration date, will be considered as capital gains or losses on the terms of article 33 of Law 35/2006 of Personal Income Tax of 28 November, as amended (the **PIT Act**). The gain or loss shall be calculated as a difference between the transfer value, once any expenses and commissions paid by the taxpayer have been deducted, and the acquisition value, as it has been defined above.

Upon the exercise of the Warrants, income obtained would be considered as capital gain or loss, being calculated as the difference between (i) the Cash Settlement Amount, once expenses have been deducted and commissions paid by the taxpayer, and (ii) the acquisition value defined above.

Failure to exercise any Warrants on the expiration date would give rise to a capital loss on the acquisition value.

Income derived from the transfer or exercise of the Warrants will be included in the savings part of the taxable income subject to PIT at the following tax rates: (i) for taxable income up to €6,000: 20 per cent. as from 1 January 2015 and 19 per cent. as from 1 January 2016 onwards; (ii) for taxable income from €6,001 to €50,000: 22 per cent. as from 1 January 2015 and 21 per cent. as from 1 January 2016 onwards; and (iii) for any amount in excess of €50,000: 24 per cent. as from 1 January 2015 and 23 per cent. as from 1 January 2016 onwards.

**Spanish Inheritance and Gift Tax**

Spanish Inheritance and Gift Tax is levied on transfers of Warrants upon death or by gift to Spanish tax resident individuals, with the taxpayer being the transferee. General tax rates currently range from 7.65 to 81.60 per cent., although the tax situation may vary depending on any applicable regional tax laws.

**Spanish Wealth Tax**

Spanish tax resident individuals are subject to an annual Wealth Tax on tax year 2015 on their total net wealth, regardless of the location of their assets or of where their rights may be exercised, to the extent that their net wealth exceeds €700,000 (note that a different minimum tax exempt amount may be approved by the corresponding regional authorities). Therefore, Spanish holders of the Warrants should compute their value as at 31 December 2015 when calculating their Wealth Tax liabilities. The applicable tax rates range between 0.2 per cent. and 2.5 per cent. although the final tax rates may vary depending on any applicable regional tax laws, and some reductions may apply.

## 2. Legal Entities with Tax Residence in Spain

### 2.1 Notes and Certificates

**Corporate Income Tax**

Both interest periodically received and income arising on the disposal, redemption or reimbursement of the Notes and Certificates obtained by entities which are tax resident in Spain shall be computed as taxable income of the tax period in which they accrue.

The general tax rate for Spanish Corporate Income Tax ("**CIT**") taxpayers is currently 28 per cent. (to be reduced to 25 per cent. from year 2016 onwards). Special rates apply in respect of certain types of entities (such as qualifying collective investment institutions).

Tax credits for the avoidance of international double taxation may apply in respect of taxes paid outside Spain on income deriving from the Notes and Certificates, if any.

### 2.2 Warrants

**Corporate Income Tax**

As a general rule, income obtained either through the transfer or the exercise of the Warrants and obtained by taxpayers subject to CIT will be included in their taxable income under general provisions.

## 3. Individuals and Legal Entities with no Tax Residence in Spain

### 3.1 Notes and Certificates

A non-resident holder of Notes and Certificates who has a permanent establishment in Spain to which such Notes and Certificates are attributable is subject to Spanish Non-Residents' Income Tax on any income obtained under the Notes and Certificates including both interest periodically received and income arising on the disposal, redemption or reimbursement of the Notes and Certificates. In general terms, the tax rules applicable to individuals and legal entities with no tax residence in Spain but acting through a permanent establishment in Spain are the same as those applicable to Spanish tax resident CIT taxpayers.

### 3.2 Warrants

As a general rule, income obtained by a permanent establishment located in Spain of a non-resident would be subject to taxation in a similar way than that applicable to Spanish tax resident CIT taxpayers.

## 4. Spanish withholding tax

BNP Paribas has been advised that, under Spanish tax law currently in effect, the Issuer should not be obliged to deduct withholdings on account of Spanish income taxes since it is not a Spanish tax resident entity and does not have a permanent establishment in Spain to which the issue of the Notes and Certificates is connected.

Where a financial institution (either resident in Spain or acting through a permanent establishment in Spain) acts as depositary of the Notes and Certificates or intervenes as manager on the collection of any income under the Notes and Certificates, such financial institution will be responsible for making the relevant withholding on account of Spanish tax on any income deriving from the Notes and Certificates. To this effect income deriving from the Notes and Certificates will include not only interest payments but also income arising from the disposal, redemption or reimbursement of the Notes and Certificates, if any.

The current withholding tax in Spain is 20 per cent. (to be reduced to 19 per cent. as from 1 January 2016 onwards) Amounts withheld in Spain, if any, can be credited against the final Spanish PIT liability, in the case of Spanish resident individuals, or against final Spanish CIT liability, in the case of Spanish CIT taxpayers, or against final Spanish Non-Residents' Income Tax liability, in the case of Spanish permanent establishments of non-resident investors. However, holders of the Notes and Certificates who are CIT taxpayers or Non-Residents' Income Taxpayers acting through a permanent establishment in Spain can benefit from a withholding tax exemption when the Notes and Certificates are (a) listed in an OECD official stock exchange; or (b) represented in book-entry form and admitted to trading on a Spanish secondary stock exchange or on the Alternative Fixed Income Securities Market (*Mercado Alternativo de Renta Fija*).

Additionally, when the Notes and Certificates (i) are represented in book-entry form; (ii) are admitted to trading on a Spanish secondary stock exchange; and (iii) generate explicit yield, holders who are PIT taxpayers can benefit from a withholding tax exemption in respect of the income arising from the transfer or repayment of the Notes and Certificates. However, under certain circumstances, when a transfer of the Notes and Certificates has occurred within the 30-day period immediately preceding any relevant interest payment date, such PIT taxpayers may not be eligible for such withholding tax exemption.

Furthermore, such financial institution may become obliged to comply with the formalities set out in the regulations of the Spanish tax legislation when intervening in the transfer or reimbursement of the Notes and Certificates.

With regard to Warrants, any income will be exempt from withholding in Spain.

## SWEDISH TAXATION

The following comments are of a general nature and included herein solely for information purposes. These comments are limited to Swedish withholding taxation relating to holders of Securities that are considered to be Swedish residents for Swedish tax purposes (unless otherwise stated) in respect of amounts that are considered to be interest for Swedish tax purposes as currently applicable and do not contain any statements as to the Swedish tax liability and tax consequences of the purchase, holding or disposal of the Securities. These comments do not address credit of foreign taxes. Further, these comments do not address situations where Securities are held in an investment savings account (*Sw. investeringssparkonto*) or the rules regarding reporting obligations for, among others, payers of interest. These comments are not intended to be, nor should they be construed to be, legal or tax advice. No representation with respect to the consequences to any particular prospective holder of a Security is made hereby.

The information contained in this section is not comprehensive and is not intended as tax advice and does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser of the Securities. It is based upon Swedish tax laws and practice as in effect as of the date hereof which are subject to change.

PROSPECTIVE PURCHASERS OF THE SECURITIES ARE ADVISED TO CONSULT THEIR OWN ADVISORS AS TO THE SWEDISH TAX AND OTHER TAX CONSEQUENCES (INCLUDING THE APPLICABILITY AND EFFECT OF TAX TREATIES FOR THE AVOIDANCE OF DOUBLE TAXATION) OF AN INVESTMENT IN THE SECURITIES IN THEIR PARTICULAR CIRCUMSTANCES.

*Swedish tax residents*

There is no Swedish withholding tax at source (*källskatt*) applicable on payments made by the issuer in respect of the Securities. However, Sweden operates a system of preliminary tax (*preliminärskatt*) to secure payment of taxes. In the context of the Securities a preliminary tax of 30% will be deducted from all payments of interest in respect of the Securities made to any individuals, or estates, that are resident in Sweden for tax purposes provided the paying entity is subject to reporting obligations. A preliminary tax of 30 per cent. will also be deducted from any other payments in respect of the Securities not treated as capital gains, if such payments are paid out together with payments treated as interest. Depending on the relevant holder's overall tax liability for the relevant fiscal year the preliminary tax may contribute towards, equal or exceed the holder's overall tax liability with any balance subsequently to be paid by or to the relevant holder, as applicable.

*Non-residents*

There is no Swedish withholding tax on interest payments to non-residents.

## UNITED KINGDOM TAXATION

The following comments are of a general nature, apply only to persons who are the beneficial owners of Securities and are a summary of the Issuer's understanding of current law and published HM Revenue and Customs ("**HMRC**") practice in the United Kingdom relating to certain aspects of United Kingdom taxation. Some aspects do not apply to certain classes of person (such as dealers and persons connected with the Issuer) to whom special rules may apply. These comments are not intended to be, nor should they be regarded as, legal or tax advice. The precise tax treatment of a holder of Securities will depend on the terms of the Securities, as specified in the Terms and Conditions of the Securities as amended and supplemented by the applicable Final Terms under the law and practice at the relevant time. Prospective holders of Securities should consult their own tax advisers in all relevant jurisdictions to obtain advice about their particular tax treatment in relation to such Securities.

### 1. Notes and Certificates (other than Exercisable Certificates)

#### 1.1 Withholding Tax on Payments of Interest

*Notes or Certificates (other than Exercisable Certificates) issued by BNPP via its London Branch*

(a) Provided that BNPP is and continues to be a bank within the meaning of section 991 of the Income Tax Act 2007 (the "**Act**"), and provided that the interest on the Notes or Certificates is paid in the ordinary course of its business within the meaning of section 878 of the Act, BNPP will be entitled to make payments of interest without withholding or deduction for or on account of United Kingdom income tax.

(b) Payments of interest on the Notes or Certificates may be made without deduction of or withholding on account of United Kingdom income tax provided that the Certificates are and continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Act. The Italian Stock Exchange, the Luxembourg Stock Exchange, Euronext Paris and Euronext Brussels are recognised stock exchanges. The Certificates will satisfy this requirement if they are officially listed in Italy, Luxembourg, France or Belgium on those stock exchanges (as applicable) in accordance with provisions corresponding to those generally applicable in EEA states and are admitted to trading on the Italian Stock Exchange, the Luxembourg Stock Exchange, Euronext Paris or Euronext Brussels (as applicable). Provided, therefore, that the Certificates remain so listed, interest on the Notes or Certificates will be payable without withholding or deduction on account of United Kingdom tax whether or not BNPP carries on a banking business in the United Kingdom and whether or not the interest is paid in the ordinary course of its business.

(c) Interest on the Notes or Certificates may also be paid without withholding or deduction on account of United Kingdom tax where interest on the Notes or Certificates is paid by a company and, at the time the payment is made, BNPP reasonably believes (and any person by or through whom interest on the Notes or Certificates is paid reasonably believes) that the beneficial owner is within the charge to United Kingdom corporation tax as regards the payment of interest; provided that HMRC has not given a direction (in circumstances where it has reasonable grounds to believe that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax.

(d) Interest on the Notes or Certificates may also be paid without withholding or deduction on account of United Kingdom tax where the maturity of the Notes or Certificates is less than 365 days and those Notes or Certificates do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

(e) In other cases, where payments of interest on the Notes or Certificates are treated as having a United Kingdom source, an amount must generally be withheld from such payments on account of United Kingdom income tax at the basic rate (currently 20 per cent.). However, where an applicable double tax treaty provides for a lower

rate of withholding tax (or for no tax to be withheld) in relation to a Holder of Notes or Certificates, HMRC can issue a notice to the Issuer to pay interest to the Holder of Notes or Certificates without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

*Notes and Certificates (other than Exercisable Certificates) issued by BNPP B.V., BP2F, BGL and BNPP (other than via its London branch)*

(f) Payments of interest on Notes and Certificates (other than Exercisable Certificates) issued by BNPP B.V., BP2F, BGL and BNPP (other than via its London branch) may be made without withholding on account of United Kingdom income tax where such payments are not regarded as having a United Kingdom source.

(g) The references to "interest" in paragraphs (a) to (f) above mean "interest" as understood in United Kingdom tax law. Where a payment on a Note or Certificate does not constitute (or is not treated as) interest for United Kingdom tax purposes, and the payment has a United Kingdom source, it would potentially be subject to United Kingdom withholding tax if, for example, it constitutes (or is treated as) an annual payment or a manufactured payment for United Kingdom tax purposes. In such a case, the payment may fall to be made under deduction of United Kingdom tax (the rate of withholding depending on the nature of the payment), subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty, or to any other exemption which may apply.

1.2 **Stamp Duty and Stamp Duty Reserve Tax ("SDRT")**

*Issue of Notes and Certificates (other than Exercisable Certificates)*

Depending on the terms and conditions of the relevant Notes (including, but not limited to, whether the Notes are in bearer or registered form) or Certificates, United Kingdom stamp duty or SDRT may be payable on the issue, on the subsequent transfer or settlement of such Notes or Certificates. Prospective Holders of the Notes should take their own advice from an appropriately qualified professional adviser in this regard.

However, recent European and domestic court decisions have indicated that the charge to stamp duty reserve tax on the issue or transfer of debt securities into a clearing system or depositary receipt system is contrary to European law, and hence should not apply, where it is levied on a transaction which forms an integral part of a raising of capital. HMRC's published practice states that, in light of those decisions, it will not collect such stamp duty reserve tax on the issue, or (where integral to the raising of capital) the transfer, of Notes into a clearing system or depositary receipt system, provided that the Notes comprise loans raised by the issue of debentures or other negotiable securities for the purposes of Article 5(2)(b) of the Capital Duty Directive (2008/7/EC).

*Transfer*

No United Kingdom stamp duty should be required to be paid on the transfer of any Notes or Certificates electronically through a clearing or settlement system such as within Euroclear or Clearstream, Luxembourg or Euroclear UK & Ireland Limited ("**CREST**"), provided no instrument is used to effect the transfer.

No United Kingdom SDRT should be payable on the transfer of any Notes or Certificates (other than Exercisable Certificates) within Euroclear or Clearstream, Luxembourg provided that no election has been made under which the alternative system of charge (as provided for in section 97A Finance Act 1986) applies to the Notes or Certificates.

Otherwise, United Kingdom SDRT may be payable on the transfer of any Notes or Certificates that are chargeable securities.

*Redemption*

No stamp duty or SDRT should be payable on the redemption of Cash Settled Notes or Certificates. However, United Kingdom stamp duty may be required to be paid in relation to the transfer of an asset on redemption of a Physical Delivery Note or Certificate.

Stamp duty and SDRT may be payable in respect of the agreement to transfer an asset on redemption of a Physical Delivery Note or Certificate. However, any such liability to SDRT will be cancelled (or if already paid, will be repaid) if the instrument effecting the transfer is chargeable with stamp duty (or is otherwise required to be stamped) and has been duly stamped within six years of the agreement being made or, in the case of a conditional agreement, within six years of all conditions being satisfied.

## 2. Warrants and Exercisable Certificates

### 2.1 Withholding Tax

*Warrants and Exercisable Certificates issued by BNPP via its London Branch*

Payments made under or on the exercise of Warrants and Exercisable Certificates issued by BNPP via its London Branch that are derivative contracts chargeable to tax in accordance with Part 7 of the Corporation Tax Act 2009 should not be subject to United Kingdom withholding tax.

In other cases, where payments under or on the exercise of Warrants or Exercisable Certificates are treated as payments of interest having a United Kingdom source or as annual payments arising in the United Kingdom or as certain types of manufactured payments for United Kingdom tax purposes, an amount must generally be withheld from such payments on account of United Kingdom income tax at the basic rate (currently 20 per cent.), subject to the availability of other reliefs. In the event that payments under Warrants or Exercisable Certificates were treated as interest, the comments in paragraph 1.1 above will be relevant to such payments.

*Warrants and Exercisable Certificates issued by BNPP B.V., BP2F, BGL and BNPP (other than via its London branch)*

Payments under or on the exercise of Warrants and Exercisable Certificates issued by BNPP B.V., BP2F, BGL and BNPP (other than via its London branch) may be made without withholding on account of United Kingdom income tax where such payments do not have a UK source.

### 2.2 Stamp Duty and SDRT

*Issue of a Global Certificate or a Global Certificate representing Exercisable Certificates*

Global Warrants and Global Certificates representing Exercisable Certificates or any instrument granting such (each an "**instrument**") may be subject to United Kingdom stamp duty if they are executed in the United Kingdom or if they relate to any property situate, or to any matter or thing done or to be done, in the United Kingdom. However, in the context of retail covered warrants listed on the London Stock Exchange, HMRC has indicated that no charge to United Kingdom stamp duty will arise on the grant of such warrants. It is not clear whether or not HMRC would be prepared to take such a view in relation to Global Warrants and Global Certificates representing Exercisable Certificates.

Even if an instrument is subject to United Kingdom stamp duty, there may be no practical necessity to pay that stamp duty, as United Kingdom stamp duty is not an assessable tax. However, if an instrument is subject to United Kingdom stamp duty, but the stamp duty has not been paid, the instrument cannot be used for certain purposes in the United Kingdom; for example it will be inadmissible in evidence in civil proceedings in a United Kingdom court.

If an instrument is subject to United Kingdom stamp duty, and it becomes necessary to pay that stamp duty (for example because this is necessary in order to enforce the document in the United Kingdom), interest will be payable (in addition to the stamp duty) in respect of the period from 30 days after the date of execution of the instrument to the date of payment of the stamp duty. Penalties may also be payable if either an instrument which was executed in the United Kingdom is not stamped within 30 days of being so executed or an instrument which was executed outside the United Kingdom is not stamped within 30 days of first being brought into the United Kingdom. If any United Kingdom stamp duty is required to be paid, it would be payable at a rate of 0.5 per cent. by reference to the amount of consideration given for the issue of Warrants represented by that Global Warrant or the amount of consideration given for the issue of Exercisable Certificates represented by that Global Certificate, as appropriate.

No SDRT is payable on the issue of a Global Warrant or a Global Certificate representing Exercisable Certificates.

*Transfer*

No United Kingdom stamp duty should be required to be paid on the transfer of any Warrants or Exercisable Certificates electronically through a clearing or settlement system such as Euroclear or Clearstream, Luxembourg or CREST provided no instrument is used to complete the transfer.

No United Kingdom SDRT should be payable on the transfer of any Warrants or Exercisable Certificates within Euroclear or Clearstream, Luxembourg provided that no election has been made under which the alternative system of charge (as provided for in section 97A Finance Act 1986) applies to the Warrants or Exercisable Certificates, as applicable.

Otherwise, United Kingdom SDRT may be payable on the transfer of any Warrants or Exercisable Certificates that are chargeable securities.

*Exercise*

No stamp duty or SDRT should be payable on the exercise of Cash Settled Securities. However, United Kingdom stamp duty may be required to be paid in relation to the transfer of an asset on exercise of a Physical Delivery Security.

Stamp duty and SDRT may be payable in respect of the agreement to transfer an asset pursuant to a Physical Delivery Security following the exercise of the Security. However, any such liability to SDRT will be cancelled (or, if already paid, will be repaid) if the instrument effecting the transfer is chargeable with stamp duty (or is otherwise required to be stamped) and has been duly stamped within six years of the agreement being made or, in the case of a conditional agreement, within six years of all conditions being satisfied.

**3. Provision of Information**

HMRC has powers, in certain circumstances, to obtain information about: payments derived from securities (whether income or capital); certain payments of interest (including the amount payable on the redemption of a deeply discounted security); and securities transactions.

The persons from whom HMRC can obtain information include: a person who receives (or is entitled to receive) a payment derived from securities; a person who makes such a payment (received from, or paid on behalf of another person); a person by or through whom interest is paid or credited; a person who effects or is a party to securities transactions (which includes an issue of securities) on behalf of others; registrars or administrators in respect of securities transactions; and each registered or inscribed holder of securities.

The information HMRC can obtain includes: details of the beneficial owner of securities; details of the person for whom the securities are held, or the person to whom the payment is to be made (and, if more than one, their respective interests); information and documents relating to securities transactions; and, in relation to interest paid or credited on money received or retained in the United Kingdom, the identity of the security under which interest is paid. HMRC is generally not able to obtain information (under its power relating solely to interest) about a payment of interest to (or a receipt for) a person that is not an individual. This limitation does not apply to HMRC's power to obtain information about payments derived from securities.

In certain circumstances the information which HMRC has obtained using these powers may be exchanged with tax authorities in other jurisdictions.

## U.S. FEDERAL INCOME TAXATION

The following summary describes certain U.S. federal income tax considerations that may be relevant to a U.S. holder (as defined below) who purchases a Security. Accordingly, this summary does not purport to be a comprehensive description of all of the tax considerations that may be relevant to any particular investor in a Security. In particular, this summary deals only with holders of a Security who purchase in the initial offering at the applicable issue price and in whose hands the Security, or the stock, debt or other property underlying the Security would be capital assets for U.S. federal income tax purposes. In addition, this discussion assumes that the Securities that are treated as options for U.S. federal income tax purposes, when issued, are not significantly "in-the-money".

This summary also does not discuss the U.S. federal income tax treatment of a U.S. holder who is a member of a class of holders subject to special rules, such as:

- a dealer in securities or derivative financial instruments;
- a trader in securities or derivative financial instruments that elects to use a mark-to-market method of accounting for securities holdings;
- a bank;
- a life insurance company;
- a tax-exempt organisation;
- an entity that is treated for U.S. federal income tax purposes as a partnership or other pass through entity;
- an investor who purchases a Security with respect to stock in a company that is treated as a passive foreign investment company ("**PFIC**") for U.S. federal income tax purposes;
- an investor who purchases a Security and holds any other position (whether long or short, direct or indirect) in any asset underlying such Security;
- an investor who purchases a Security that is part of a hedging transaction or that has been hedged against currency risk;
- an investor who purchases a Security that is part of a straddle or conversion transaction for U.S. federal income tax purposes; and
- an investor who is a United States person and whose functional currency for U.S. federal income tax purposes is not the U.S. dollar.

As a consequence of the foregoing, it should be particularly noted that this summary does not address the special tax considerations that apply to an investment in a combination of Securities with respect to the same underlying assets. Further, this summary does not address alternative minimum tax consequences or the consequences to holders of equity interests in a holder of a Securities.

Any of the foregoing circumstances might substantially alter the tax consequences described below, and, in some instances, may require specific identification of positions in the relevant Securities before the close of the day on which they are acquired. For example, if the straddle rules were to apply, a U.S. holder of a Security might be required to (i) recognise all or a portion of any gain on such Security that would otherwise be long-term or short-term capital gain, as ordinary income or, if applicable, short-term capital gain, (ii) defer all, or a portion, of any loss realised upon the sale, exchange, exercise, cancellation or lapse of such Security and (iii) capitalise any interest or carrying charges incurred by such U.S. holder with respect to such Security.

This summary is based on the U.S. Internal Revenue Code of 1986 (the "**Code**"), existing and proposed Treasury regulations promulgated thereunder, published rulings and court decisions, all as in effect on the date hereof, and all of which are subject to change, possibly on a retroactive basis.

This summary does not address the material U.S. federal income tax consequences of every type of Security which may be issued under the Programme. Additional U.S. federal income tax consequences, if any, applicable to a particular Security may be set forth in the applicable Final Terms.

The rules governing the taxation of option transactions and derivative financial instruments are complex and depend on a taxpayer's particular circumstances. U.S. holders are strongly urged to consult their own tax advisors concerning the U.S. federal, state, local, non-U.S. and other national tax consequences of the ownership and disposition of Securities in their particular circumstances. U.S. holders should also consult their tax advisors as to the possibility of changes of law affecting taxation of derivative financial instruments with contingent payments, including prepaid forward contracts.

For purposes of this discussion, a "**U.S. holder**" is a holder of a Security that is (i) an individual who is a citizen or resident of the United States, (ii) a domestic corporation or (iii) otherwise subject to U.S. federal income taxation on a net income basis in respect of the Security.

If a partnership holds the Securities, the United States federal income tax treatment of a partner will generally depend on the status of the partner and the tax treatment of the partnership. A partner in a partnership holding the Securities should consult its tax advisor with regard to the United States federal income tax treatment of an investment in the Securities.

**Treatment of Securities as Options or Warrants**

The following is a summary of the principal U.S. federal income tax consequences of the ownership of Securities treated as options or warrants for U.S. federal income tax purposes.

*Premium*

Premium paid by a U.S. holder for a Security will generally be treated as a non-deductible capital expenditure, and premium received by a U.S. holder for a Security that it writes will generally not be includible in income upon receipt. As described in the following two sections, the amount of such premium will be taken into account upon the exercise, sale, transfer, cash settlement, or lapse of the Security.

*Physical Settlement of Warrants*

A U.S. holder who receives the underlying property pursuant to the exercise of a Call Warrant that the U.S. holder has purchased or pursuant to the exercise of a Put Warrant that the U.S. holder has written will generally not recognise gain or loss on such exercise. Instead, the U.S. holder will generally be treated as purchasing the underlying property as of the exercise date in exchange for the sum of the exercise price and the amount of the premium that the U.S. holder paid for the Warrant in the case of a Call Warrant purchased by the U.S. holder, and for the exercise price reduced by the amount of the premium that the U.S. holder received for the Warrant in the case of a Put Warrant written by the U.S. holder. The U.S. holder's holding period for the underlying property will begin on the day after the date of exercise or, in the case of stock or corporate securities, on the exercise date.

A U.S. holder who delivers the property underlying a Put Warrant pursuant to the exercise of such Warrant that the U.S. holder has purchased will generally be treated as selling the underlying property as of the exercise date. Accordingly, such a U.S. holder will generally recognise capital gain or loss equal to the difference between (i) the exercise price less the amount of the premium that the U.S. holder paid for the Put Warrant and (ii) the U.S. holder's tax basis in the underlying property. Because the purchase of a Put Warrant will generally constitute a "short sale" within the meaning of Section 1233 of the Code, whether such capital gain or loss will be long-term or short-term capital gain or loss will depend on the application of the short sale rules. In addition, a U.S. holder may be subject to the straddle rules with

respect to its investment in the Warrant. U.S. holders should consult their own tax advisors with regard to the application of the short sale and straddle rules in their particular circumstances.

A U.S. holder who delivers the property underlying a Call Warrant pursuant to the exercise of such Warrant that the U.S. holder has written will generally be treated as selling the underlying property as of the exercise date. Accordingly, such a U.S. holder will generally recognise capital gain or loss equal to the difference between (i) the sum of the exercise price and the amount of the premium that the U.S. holder received for the Warrant and (ii) the U.S. holder's tax basis in the underlying property. Such capital gain or loss generally will be long-term capital gain or loss if the underlying property was held for more than one year.

*Sale, Transfer, Cash Settlement, or Lapse of Securities*

A U.S. holder who has purchased a Security will generally recognise capital gain or loss upon the sale, transfer, cash settlement or lapse of the Security in an amount equal to the difference between (i) the amount realised by the U.S. holder from such sale, transfer, settlement, or lapse and (ii) the amount of the premium that the U.S. holder paid for the Security. Such capital gain or loss generally will be long-term capital gain or loss if the Security was held for more than one year. Certain exceptions to such treatment are noted below and, if appropriate, may be addressed in the applicable Final Terms. A U.S. holder who has written a Warrant will generally recognise short-term capital gain (equal to the premium) upon a lapse of the Warrant.

*Mark-to-Market Rules*

Under Section 1256 of the Code, special mark-to-market and character rules apply in the case of certain "nonequity" options (including in respect of debt). Unless the Securities (other than Securities denominated in a currency other than the U.S. dollar) are listed on a "qualified board or exchange" for purposes of Section 1256, however, these mark-to-market rules will not be applicable to U.S. holders of the Securities. The rules under Section 1256 will not apply to Warrants that are Share Securities in any event.

**Alternative Treatments of Securities**

Depending on the terms of a Security, such Security could be treated as one or more of the following: (i) a prepaid forward contract (which, depending on the terms, may be subject to embedded options), (ii) a combination of a loan and a prepaid forward contract, (iii) an outright or constructive ownership interest in the property underlying such Security, or (iv) a debt instrument with or without contingent payments. Additional U.S. federal income tax consequences applicable to a particular issuance of Securities may be set forth in the applicable Final Terms.

Special tax rules apply to a U.S. person that invests in a debt instrument that is not in "registered form" (as specially defined for applicable U.S. federal income tax purposes). Accordingly, this summary does not address the U.S. federal income tax consequences of an investment by a U.S. holder in a Security that is (or a component of which is), for U.S. federal income tax purposes, a debt instrument that is not in registered form. U.S. holders should consult their tax advisors with regard to debt instruments that are not in registered form.

No ruling is being requested from the IRS with respect to the Securities, and the treatment of the Securities described below is not binding on the IRS or the courts. As a result, significant aspects of the U.S. federal income tax consequences of an investment in the Securities are uncertain.

*Tax Treatment of (Prepaid) Forward Contracts (With or Without a Loan)*

If any Securities are treated as (prepaid) forward contracts (with or without a loan) for U.S. federal income tax purposes, the following description should apply to such Securities.

*Interest Payments*. Payments of interest (if any) will generally be taxable to a U.S. holder as ordinary interest income at the time that such payments are accrued or are received (in accordance with the U.S. holder's method of tax accounting).

*Physical Settlement*. If the Securities are treated as (prepaid) forward contracts, a U.S. holder who receives underlying stock or debt pursuant to the settlement of a Security that the U.S. holder has purchased will generally not recognise gain or loss on such settlement. The U.S. holder will generally be treated as acquiring the property underlying the Security, as of the date of settlement, in exchange for the amount that it paid to acquire the Security.

*Cash Settlement, Sale, or Other Disposition of the Securities*. If the Securities are treated as (prepaid) forward contracts, upon the receipt of cash upon settlement of a Security upon the sale or other disposition of such Security, a U.S. holder will recognise taxable gain or loss, equal to the difference between the amount realised (generally, the amount of cash received) and such U.S. holder's tax basis in the Security. In general, a holder's tax basis in a Security will equal the amount that such holder paid to acquire the Security. Subject to the discussion below under "Constructive Ownership", any such gain or loss generally will be long-term capital gain or loss if the Security was held for more than one year at the time of settlement or at the time of sale or other disposition.

*Constructive Ownership*. Some or all of the net long-term capital gain arising from certain "constructive ownership" transactions may be characterised as ordinary income, in which case an interest charge would be imposed on the deemed underpayment of tax on any such ordinary income treated as deferred under these rules. These rules have no immediate application to forward contracts in respect of most property underlying the Securities, since they are only applicable to the extent that the underlying property directly or indirectly includes shares of issuers treated as PFICs or as certain "pass through" entities. These rules, however, grant discretionary authority to the U.S. Treasury Department (the "**Treasury**") to expand the scope of "constructive ownership" transactions to include forward contracts in respect of the stock of all corporations, in addition to forward contracts in respect of any debt instrument. The rules separately also direct the Treasury to promulgate regulations excluding a forward contract that does not convey "substantially all" of the economic return on any underlying asset from the scope of "constructive ownership" transactions. It is not possible to predict whether such regulations will be promulgated by the Treasury, or the form or effective date that any regulations that may be promulgated might take.

*Interest in the Underlying Property*

Depending on the terms of particular Securities, a U.S. holder could be treated as owning the property underlying those Securities for U.S. federal income tax purposes. In that event, for example, in the case of Index Securities, the U.S. holder would be required to recognise appropriate amounts of capital gain on the disposition of any shares included in the underlying Index each time that the Index is rebalanced. In such a case, such U.S. holder also would be subject to tax on dividends on shares included in the Index in an amount equal to the gross dividends paid by companies whose shares are included in the Index. In addition, any current expenses (including any withholding taxes) in respect of shares included in the Index would be treated as if made directly by the U.S. holder, and the deductibility of such expenses (or creditability of such withholding taxes) could be subject to certain limitations.

*Contingent Payment Debt Instruments*

If any Securities are treated as contingent payment debt instruments, the tax consequences to a U.S. holder would be determined under U.S. Treasury regulations governing contingent payment debt instruments (the "**Contingent Payment Regulations**"). The Contingent Payment Regulations are complex, but very generally apply the original issue discount ("**OID**") rules of the Code to a contingent payment debt instrument by requiring that OID be accrued by the U.S. holder every year at a "comparable yield" for the issuer of the instrument, determined at the time of issuance of the obligation. In addition, the Contingent Payment Regulations require that a projected payment schedule, which results in such a "comparable yield", be determined by the issuer. Further, a U.S. holder will be required to make adjustments to income accruals be made to account for differences between actual payments received by the U.S. holder and projected amounts of such payments. To the extent that the actual payments received by a U.S. holder exceed the projected

payments on a contingent debt instrument in any taxable year, the U.S. holder will recognise ordinary interest income for that taxable year in excess of the cash the U.S. holder receives and such excess would increase the U.S. holder's tax basis in the debt instrument. In addition, any gain realised on the sale, exchange or redemption of a contingent payment debt instrument will be treated as ordinary income. Any loss realised on such sale, exchange or redemption will be treated as an ordinary loss to the extent that the U.S. holder's OID inclusions with respect to the obligation exceed prior reversals of such inclusions required by the adjustment mechanism described above. Any loss realised in excess of such amount generally will be treated as a capital loss.

*Loan and One or More Options*

If any Securities are treated as a combination of a loan (or deposit) and one or more options, in general, payments of interest (if any) will be taxable to a U.S. holder as ordinary interest income at the time that such payments are accrued or are received (in accordance with the U.S. holder's method of tax accounting), while payments in respect of the options would be taxable in a manner similar to the taxation of corresponding payments under Securities treated as options, as described above under "*Treatment of Securities as Options or Warrants*."

*Possible Alternative Tax Treatment*

If a Security is treated as a unit consisting of a loan and a forward contract (or a loan and one or more options), a U.S. holder could be required to accrue a significant amount of OID on a current basis during the period in which it holds the Security.

It is also possible that future regulations or other IRS guidance would require a U.S. holder to accrue income on the Securities on a current basis. The IRS and the Treasury have issued proposed regulations that require the current accrual of income with respect to contingent non-periodic payments made under certain notional principal contracts. The preamble to the regulations states that the "wait and see" method of tax accounting does not properly reflect the economic accrual of income on such contracts, and requires a current accrual of income with respect to some contracts already in existence at the time the proposed regulations were released. While the proposed regulations do not apply to prepaid forward contracts, the preamble to the proposed regulations expresses the view that similar timing issues exist in the case of prepaid forward contracts. If the IRS published future guidance requiring current accrual of income with respect to contingent payments on prepaid forward contracts, it is possible that a U.S. holder could be required to accrue income over the term of the Securities.

*Notice 2008-2*

The IRS and the Treasury have issued a notice requesting public comments on a comprehensive set of tax policy issues raised by prepaid forward contracts, including several different approaches under which U.S. holders of prepaid forwards could be required to recognize ordinary income on a current basis, or could be treated as owning directly the assets subject to the prepaid forward. Although it is currently uncertain what future guidance will result from the notice, the notice leaves open the possibility that such guidance could have retroactive application. In addition, prospective investors are encouraged to consult their own tax advisors about the potential impact of several proposed legislative changes in the taxation of derivatives contracts, and the likelihood that any of the foregoing may take effect.

*Foreign Currency Rules*

Payments of premium, exercise price, sale proceeds, and cash settlement amounts in respect of Securities that are denominated in a currency other than the U.S. dollar will be subject to special U.S. tax rules regarding foreign currency transactions. U.S. holders should consult their own tax advisors concerning the application of these rules in their particular circumstances.

**Information Reporting and Backup Withholding**

The relevant agent may be required to file information returns with the IRS with respect to payments made to certain U.S. holders of Securities. In addition, certain U.S. holders may be subject to backup withholding tax in respect of such payments if they do not provide their taxpayer identification numbers to the paying agent or otherwise comply with the applicable backup withholding requirements. U.S. holders should consult their tax advisers regarding the application of information reporting and backup withholding in their particular situations, the availability of an exemption therefrom and the procedure for obtaining the exemption, if available. Backup withholding is not an additional tax. Any amounts withheld from a payment to a holder under the backup withholding rules will be allowed as a credit against the U.S. holder's U.S. federal income tax liability and may entitle the holder to a refund of any excess amounts withheld under the backup withholding rules by timely filing the appropriate claim for refund with the IRS and furnishing all required information.

Certain U.S. holders that own "specified foreign financial assets" that meet certain U.S. dollar value thresholds will generally be required to file an information report with respect to such assets with their tax returns. "Specified foreign financial assets" include any financial accounts maintained by foreign financial institutions, as well as any of the following, but only if they are not held in accounts maintained by certain financial institutions: (i) stock or securities issued by non–United States persons, (ii) financial instruments and contracts held for investment that have non–United States issuers or counterparties, and (iii) interests in foreign entities. The Securities may be subject to these rules. U.S. holders are urged to consult their tax advisors regarding the application of these reporting requirements to their ownership of the securities.

## HIRING INCENTIVES TO RESTORE EMPLOYMENT ACT

The U.S. Hiring Incentives to Restore Employment Act introduced Section 871(m) of the U.S. Internal Revenue Code of 1986 (the "**Code**") which treats a "dividend equivalent" payment as a dividend from sources within the United States. Under Section 871(m), such payments generally would be subject to a 30 per cent. U.S. withholding tax that may be reduced by an applicable tax treaty, eligible for credit against other U.S. tax liabilities or refunded, provided that the beneficial owner timely claims a credit or refund from the U.S. Internal Revenue Service (the "**IRS**"). A "dividend equivalent" payment is (i) a substitute dividend payment made pursuant to a securities lending or a sale-repurchase transaction that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, (ii) a payment made pursuant to a "specified notional principal contract" that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, and (iii) any other payment determined by the IRS to be substantially similar to a payment described in (i) and (ii). Proposed U.S. Treasury regulations expand the definition of "specified notional principal contract" beginning 1 January 2016.

While significant aspects of the application of Section 871(m) to the Securities are uncertain, if an Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld.

Prospective investors should consult their tax advisers regarding the potential application of Section 871(m) to the Securities.

## FOREIGN ACCOUNT TAX COMPLIANCE ACT

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 ("**FATCA**") impose a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a "foreign financial institution", or "**FFI**" (as defined by FATCA)) that does not become a "**Participating FFI**" by entering into an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States account" of an Issuer (a "**Recalcitrant Holder**"). The Issuers are classified as FFIs.

The new withholding regime is now in effect for payments from sources within the United States and will apply to "**foreign passthru payments**" (a term not yet defined) no earlier than 1 January 2017. This withholding would potentially apply to payments in respect of (i) any Securities characterized as debt (or which are not otherwise characterized as equity and have a fixed term) for U.S. federal tax purposes that are issued after the "**grandfathering date**", which is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified after the grandfathering date and (ii) any Securities characterized as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If Securities are issued on or before the grandfathering date, and additional Securities of the same series are issued after that date, the additional Securities may not be treated as grandfathered, which may have negative consequences for the existing Securities, including a negative impact on market price.

The United States and a number of other jurisdictions have entered into intergovernmental agreements to facilitate the implementation of FATCA (each, an "IGA"). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a "**Reporting FI**" not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction generally would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being "**FATCA Withholding**") from payments it makes. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. The United States has entered into agreements with France, the Netherlands, and Luxembourg (together, the "**Relevant IGAs**") based largely on the Model 1 IGA.

If the Issuers are treated as Reporting FIs pursuant to the Relevant IGAs, they do not anticipate that they will be obliged to deduct any FATCA Withholding on payments they make. There can be no assurance, however, that the Issuers will be treated as Reporting FIs, or that they would in the future not be required to deduct FATCA Withholding from payments they make. The Issuers and financial institutions through which payments on the Securities are made may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such Securities is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder.

While the Securities are in global form and held within the ICSDs, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Securities by an Issuer, any paying agent and the common depositary or common safekeeper, given that each of the entities in the payment chain beginning with the Issuer and ending with the participants in the ICSDs is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the Securities. The documentation expressly contemplates the possibility that the Securities may go into definitive form and therefore that they may be taken out of the ICSDs. If this were to happen, then a non-FATCA compliant holder could be subject to FATCA Withholding. However, definitive Securities will only be printed in remote circumstances.

**FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and the Relevant IGAs, all of which are subject to change or may be**

**implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to an Issuer and to payments they may receive in connection with the Securities.**

## OTHER TAXATION

The payment of the Cash Settlement Amount on the Securities, if any, will be made subject to withholding taxes and other taxes which the law may impose on holders of the Securities.

Individuals and legal entities should consult their usual tax advisors with respect to the tax treatment which applies to them.

In addition, holders of the Securities should comply with the tax laws applicable in the jurisdiction in which they are resident, subject to the application of any applicable tax treaty in force between France or, as the case may be, the Netherlands, and such jurisdiction.

Purchasers of Securities may be required to pay stamp taxes and other charges in accordance with the laws and practices of the country of purchase in addition to the issue price of each Security.

TRANSACTIONS INVOLVING SECURITIES MAY HAVE TAX CONSEQUENCES FOR POTENTIAL PURCHASERS WHICH MAY DEPEND, AMONGST OTHER THINGS, UPON THE STATUS OF THE POTENTIAL PURCHASER AND LAWS RELATING TO TRANSFER AND REGISTRATION TAXES. POTENTIAL PURCHASERS WHO ARE IN ANY DOUBT ABOUT THE TAX POSITION OF ANY ASPECT OF TRANSACTIONS INVOLVING SECURITIES SHOULD CONSULT THEIR OWN TAX ADVISERS.

Transactions involving Securities may have tax consequences for potential purchasers which may depend, amongst other things, upon the status of the potential purchaser and may relate to transfer and registration taxes.

W&C Security Condition 11 (Expenses and Taxation) and Note Condition 6, as applicable, should be considered carefully by all potential purchasers of any Securities.

All prospective holders should seek independent advice as to their tax positions.

## U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

The U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), imposes certain restrictions on employee benefit plans ("**ERISA Plans**") that are subject to ERISA and on persons who are fiduciaries with respect to these ERISA Plans. In accordance with ERISA's general fiduciary requirements, a fiduciary with respect to an ERISA Plan who is considering the purchase of U.S. Securities on behalf of the ERISA Plan should determine whether the purchase is permitted under the governing ERISA Plan documents and is prudent and appropriate for the ERISA Plan in view of its overall investment policy and the composition and diversification of its portfolio. Other provisions of ERISA and Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), prohibit certain transactions involving the assets of an ERISA Plan (as well as those plans that are not subject to ERISA but which are subject to Section 4975 of the Code, such as individual retirement accounts ("**IRAs**") or Keogh plans (together with any entities whose underlying assets include the assets of any such plans or accounts and with ERISA Plans, "**Plans**")) and persons who have certain specified relationships to the Plan ("parties in interest" within the meaning of ERISA or "disqualified persons" within the meaning of Section 4975 of the Code). A party in interest or disqualified person who engages in a prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and/or the Code. A fiduciary of a Plan (including the owner of an IRA) that engages in a prohibited transaction may also be subject to penalties and liabilities under ERISA and/or the Code.

BNPP, directly or through its Affiliates, may be considered a "party in interest" or a "disqualified person" with respect to many Plans. The purchase of U.S. Securities by a Plan with respect to which BNPP is a party in interest or a disqualified person may constitute or result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code. Certain exemptions from the prohibited transaction provisions of Section 406 of ERISA and Section 4975 of the Code may be applicable, however, depending in part on the type of Plan fiduciary making the decision to acquire such U.S. Securities and the circumstances under which such decision is made. Included among these exemptions are Prohibited Transaction Class Exemption ("**PTCE**") 84-14 (an exemption for certain transactions determined by an independent qualified professional asset manager), PTCE 91-38 (an exemption for certain transactions involving bank collective investment funds), PTCE 90-1 (an exemption for certain transactions involving insurance company pooled separate accounts) and PTCE 95-60 (an exemption for certain transactions involving insurance company general accounts), PTCE 96-23 (an exemption for certain transactions determined by an in-house asset manager). In addition, the exemption under section 408(b)(17) of ERISA and section 4975(d)(20) of the Code may be available, provided (i) none of BNPP or the U.S. Dealers or affiliates or employees thereof is a Plan fiduciary that has or exercises any discretionary authority or control with respect to the Plan's assets used to purchase the U.S. Securities or renders investment advice with respect to those assets and (ii) the Plan is paying no more than adequate consideration for the U.S. Securities. There can be no assurance that any of these exemptions or any other exemption will be available with respect to any particular transaction involving the U.S. Securities. Any Plan fiduciary (including the owner of an IRA) considering the purchase of U.S. Securities should consider carefully the possibility of prohibited transactions and the availability of exemptions. U.S. governmental, church and non-U.S. plans, while not subject to the fiduciary responsibility provisions of ERISA or the provisions of Section 4975 of the Code, may nevertheless be subject to local, state, federal or non-U.S. laws that are substantially similar to the foregoing provisions of ERISA and the Code. ANY PENSION OR OTHER EMPLOYEE BENEFIT PLAN, INCLUDING ANY SUCH GOVERNMENTAL, CHURCH OR NON-U.S. PLAN AND ANY INDIVIDUAL RETIREMENT ACCOUNT, PROPOSING TO ACQUIRE ANY U.S. SECURITIES SHOULD CONSULT WITH ITS COUNSEL.

By its purchase of any U.S. Security, the purchaser or transferee thereof (and the person, if any, directing the acquisition of the U.S. Securities by the purchaser or transferee) will be deemed to represent, on each day from the date on which the purchaser or transferee acquires the U.S. Securities through and including the date on which the purchaser or transferee disposes of its interest in such U.S. Securities, either that (a) such purchaser or transferee is not a Plan, an entity whose underlying assets include the assets of any Plan by reason of Department of Labor Regulation section 2570.3-101 (as modified by Section 3(42) of ERISA) or otherwise, or a governmental, church or non-U.S. plan which is subject to any non-U.S., federal, state or local law that is substantially similar to the provisions of Section 406 of

ERISA or Section 4975 of the Code or (b) its purchase, holding and disposition of such U.S. Securities (including, if applicable, the receipt of any Guarantee or Entitlement) will not result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or in the case of a governmental, church or non-U.S. plan, any substantially similar non-U.S., federal, state or local law) unless an exemption is available with respect to such transactions and all the conditions of such exemption have been satisfied.

Nothing herein shall be construed as a representation that any investment in U.S. Securities would meet any or all of the relevant legal requirements with respect to investments by, or is appropriate for, Plans generally or any particular Plan. U.S. Securities sold by BNPP B.V. may be subject to additional restrictions.

The above discussion may be modified or supplemented with respect to a particular offering of U.S. Securities, including the addition of further ERISA restrictions on purchase and transfer. Holders should consult the applicable Final Terms for such additional information.

**NOTICE TO PURCHASERS AND HOLDERS OF U.S. SECURITIES AND TRANSFER RESTRICTIONS**

As a result of the following restrictions, purchasers of U.S. Securities are advised to consult legal counsel prior to making any purchase, offer, sale, resale, exercise, redemption or other transfer of such U.S. Securities.

Each purchaser of U.S. Securities will, by its purchase of such U.S. Securities, be deemed to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Rule 144A, Regulation S or the Conditions are used herein as defined therein):

(i) that either: (a) in the case of the issue or transfer of a U.S. Security to or for a person who takes delivery in the form of U.S. Securities represented by a Rule 144A Global Security, it is (I) a QIB, purchasing (or holding) the U.S. Securities for its own account or for the account of one or more QIBs, in the case of U.S. Securities issued by BNPP or (II) a QIB and QP, purchasing (or holding) such U.S. Security for its own account or for the account of one or more QIBs who are QPs and that it is subject to such additional restrictions as may be contained in any required Investor Representation Letter or applicable supplement to the Base Prospectus, in the case of U.S. Securities issued by BNPP B.V., and it is aware, and each beneficial owner of such U.S. Securities has been advised, that any sale or transfer to it is being made in reliance on Rule 144A or (b) in the case of the issue or transfer of U.S. Securities to or for a person who takes delivery in the form of a Private Placement Definitive Security, it is (I) an AI, purchasing (or holding) such U.S. Security for its own account or for the account of one or more AIs and it is aware, and each beneficial owner of such U.S. Security has been advised, that any sale or transfer to it is being made in reliance on an exemption from the registration requirements of the Securities Act, in the case of U.S. Securities issued by BNPP or (II) a QIB and QP, purchasing (or holding) such U.S. Security for its own account or for the account of one or more QIBs who are QPs, it is aware, and each beneficial owner of such U.S. Security has been advised that any sale or transfer to it is being made in reliance on the exemption from registration under Rule 144A, and that it is subject to such additional restrictions as may be contained in any required Investor Representation Letter or applicable U.S. wrapper to the Base Prospectus, in the case of U.S. Securities issued by BNPP B.V., and, in either case it has delivered an Investor Representation Letter or (c) in the case of the issue or transfer of a U.S. Security to or for a person who takes delivery in the form of U.S. Securities represented by a Regulation S Global Security, it is outside the United States and is not (I) a "U.S. person" as defined in Regulation S under the Securities Act ("**Regulation S**"); or (II) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"); or (III) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the Commodity Futures Trading Commission (the "**CFTC**"); or (IV) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**"), and it is aware, and each beneficial owner of such U.S. Securities has been advised, that any sale or transfer to it is being made in reliance on Regulation S and pursuant to CFTC regulations and guidance;

(ii) that in issuing a U.S. Security linked to any Relevant Asset, the Issuer is not making, and has not made, any representations whatsoever as to the Relevant Asset or any information contained in any document filed by the issuer of such Relevant Asset with any exchange or with any governmental entity regulating the purchase and sale of securities or a U.S. Security linked to any Relevant Asset;

(iii) that BNPP and any Affiliate of BNPP may, whether by virtue of the types of relationships described above or otherwise, at the date hereof or at any time hereafter be in possession of information in relation to the issuer of a Relevant Asset which is or may be material in the context of an issue of U.S. Securities linked to such Relevant Asset and which is or may not be known to the general public or any Holder. U.S. Securities linked to any Relevant Asset do not create any obligation on the part of BNPP or any Affiliate to disclose to any Holder any such relationship or information (whether or not confidential) and neither BNPP nor any other

Affiliate of BNPP shall be liable to any Holder by reason of such non-disclosure. No such information has been used in the selection of any issuer of a Relevant Asset for any U.S. Securities linked to any Relevant Asset;

(iv) that BNPP and any Affiliate of BNPP may have existing or future business relationships with the issuer of a Relevant Asset (including, but not limited to, lending, depositary, risk management advisory or banking relationships), and will pursue actions and take steps that it deems or they deem necessary or appropriate to protect its or their interests arising therefrom without regard to the consequences for a Holder of a U.S. Security linked to the issuer of a Relevant Asset;

(v) that the market value of U.S. Securities linked to the issuer of a Relevant Asset may be adversely affected by movements in the value of the issuer of the Relevant Asset or in currency exchange rates;

(vi) that the Settlement Amount in respect of any U.S. Security may be less than its issue price;

(vii) that no U.S. Securities or Guarantees have been or will be registered under the Securities Act or any applicable U.S. state securities laws, and no U.S. Securities may 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;

(viii) if in the future it decides to resell, pledge or otherwise transfer the U.S. Securities or any beneficial interests in the U.S. Securities, it will do so only (a)(I) to a person whom the seller reasonably believes is a QIB purchasing (or holding) such U.S. Security for its own account or for the account of one or more QIBs in a transaction meeting the requirements of Rule 144A, or, if provided for in the Final Terms, to an AI pursuant to an exemption from registration under the Securities Act, in the case of U.S. Securities issued by BNPP or (II) to a person whom the seller reasonably believes is a QP and a QIB, purchasing (or holding) such U.S. Security for its own account or for the account of one or more QIBs who are QPs in a transaction meeting the requirements of Rule 144A and subject to such additional restrictions on transfer as may be contained in a required Investor Representation Letter or in any applicable U.S. wrapper to the Base Prospectus, in the case of U.S. Securities issued by BNPP B.V., (b) outside the United States to a non-U.S. person in compliance with Regulation S and CFTC regulations and guidance, (c) otherwise pursuant to an exemption from registration under the Securities Act (if available) or (d) pursuant to an effective registration statement under the Securities Act, in each case, in accordance with all applicable U.S. state securities laws and as provided in the applicable Final Terms;

(ix) it will, and will require each subsequent Holder to, notify any purchaser or other transferee of U.S. Securities from it of the transfer restrictions referred to in paragraph (viii) above, if then applicable;

(x) that U.S. Securities initially offered in the United States by BNPP to QIBs will be represented by a Rule 144A Global Security, that U.S. Securities offered by BNPP to AIs will be in the form of Private Placement Definitive Securities, that U.S. Securities initially offered in the United States by BNPP B.V. to QIBs who are QPs will be represented by a Rule 144A Global Security or in the form of Private Placement Definitive Securities, as indicated in any applicable U.S. wrapper to the Base Prospectus and that, in each such case, the U.S. Securities offered outside the United States to non-U.S. persons in reliance on Regulation S and pursuant to CFTC regulations and guidance will be represented by a Regulation S Global Security;

(xi) on each day from the date on which it acquires U.S. Securities through and including the date on which it disposes of its interests in such U.S. Securities, either that (a) it is not an "employee benefit plan" as defined in Section 3(3) of ERISA subject to Title I of ERISA, a "plan" as defined in Section 4975(e)(1) of the Code subject to Section 4975 of the Code (including without limitation, an individual retirement account), an entity whose underlying assets include the assets of any such employee benefit plan or plan by reason of Department of Labor Regulation section 2510.3-10 (as modified by Section 3(42) of ERISA) or otherwise, or a governmental, church or non-U.S. plan which is subject to any non-U.S., federal, state or local law that is

substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code or (b) its purchase, holding and disposition of such U.S. Securities (including, if applicable, the receipt of any Guarantee or Entitlement) will not result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or, in the case of a governmental, church or non-U.S. plan, violation of any substantially similar non-U.S., federal, state or local law) unless an exemption is available with respect to such transactions and all the conditions of such exemption have been satisfied;

(xii) that Rule 144A Global Securities issued by BNPP will bear a legend to the following effect unless otherwise agreed to by BNPP:

"THE SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY HAVE NOT BEEN REGISTERED AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. BNP PARIBAS, THE ISSUER OF THIS RULE 144A GLOBAL SECURITY (THE "ISSUER"), HAS NOT REGISTERED AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED. THE PURCHASER OR TRANSFEREE OF ANY SECURITY REPRESENTED BY THIS RULE 144A GLOBAL SECURITY ACKNOWLEDGES THE RESTRICTIONS ON THE TRANSFER OF THE SECURITIES SET FORTH BELOW AND AGREES THAT IT SHALL TRANSFER ANY SECURITY ONLY AS PROVIDED IN THE AGENCY AGREEMENT REFERRED TO HEREIN OR IN THE FINAL TERMS ATTACHED HERETO.

THE EXERCISE OR REDEMPTION OF THESE SECURITIES MAY BE RESTRICTED AS SET FORTH IN THE FINAL TERMS.

EACH HOLDER OF A BENEFICIAL INTEREST IN THE SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH HOLDER OF SUCH ACCOUNT IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A AND ACQUIRED SUCH INTEREST IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A. [ANY RESALE OR OTHER TRANSFER OF AN INTEREST IN THE SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY SHALL REQUIRE THE TRANSFEROR TO SUBMIT TO THE RELEVANT AGENT A CERTIFICATE OF TRANSFER, IN THE APPROPRIATE FORM SET FORTH IN SCHEDULE 8 OF THE AGENCY AGREEMENT REFERRED TO HEREIN, TOGETHER, IN THE CASE OF TRANSFERS TO AN ACCREDITED INVESTOR WITHIN THE MEANING OF RULE 501(a) OF REGULATION D UNDER THE SECURITIES ACT, WITH A DULY EXECUTED INVESTOR REPRESENTATION LETTER FROM THE RELEVANT TRANSFEREE, IN THE FORM SET FORTH IN SCHEDULE 9 OF THE AGENCY AGREEMENT REFERRED TO HEREIN][5]. IF AT ANY TIME THE NEW YORK AGENT SUBSEQUENTLY DETERMINES OR IS SUBSEQUENTLY NOTIFIED BY THE ISSUER THAT THE HOLDER OF ANY INTEREST IN THE SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY WAS IN BREACH, AT THE TIME GIVEN, OF ANY REPRESENTATION OR AGREEMENT GIVEN BY SUCH HOLDER, THE PURPORTED TRANSFER SHALL BE ABSOLUTELY NULL AND VOID *AB INITIO* AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "DISQUALIFIED TRANSFEREE") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A

[5] To be included if the Final Terms provide for transfers to AIs

HOLDER THEREOF RETROACTIVELY TO THE DATE OF TRANSFER OF SUCH INTEREST BY SUCH HOLDER.

THE ACQUISITION OF U.S. SECURITIES BY, OR ON BEHALF OF, OR WITH THE ASSETS OF ANY "EMPLOYEE BENEFIT PLAN" SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR ANY "PLAN" SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR ANY ENTITY PART OR ALL OF THE ASSETS OF WHICH CONSTITUTE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN BY REASON OF DEPARTMENT OF LABOR REGULATION SECTION 2510.3-101 (AS MODIFIED BY SECTION 3(42) OF ERISA) OR OTHERWISE, OR ANY GOVERNMENTAL, CHURCH OR NON-U.S. PLAN SUBJECT TO NON-U.S., FEDERAL, STATE OR LOCAL LAW SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE IS PROHIBITED UNLESS THE PURCHASE, HOLDING AND SUBSEQUENT DISPOSITION OF U.S. SECURITIES (INCLUDING, IF APPLICABLE, THE RECEIPT OF ANY GUARANTEE OR ENTITLEMENT) WOULD NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR UNDER SECTION 4975 OF THE CODE (OR IN THE CASE OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, VIOLATION OF ANY SUBSTANTIALLY SIMILAR NON-U.S., FEDERAL, STATE OR LOCAL LAW).

IF REQUESTED BY THE ISSUER OR BY AN AGENT, THE PURCHASER OR TRANSFEREE AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY IS PERMISSIBLE UNDER THE SECURITIES ACT.

THE SECURITIES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THE SECURITIES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A SECURITY REPRESENTED BY THIS RULE 144A GLOBAL SECURITY, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.";

(xiii) that Rule 144A Global Securities issued by BNPP B.V. will bear a legend to the following effect unless otherwise agreed to by BNPP B.V:

"NEITHER THE SECURITIES NOR THE GUARANTEE OF THESE SECURITIES ISSUED BY BNP PARIBAS (THE "GUARANTOR") REPRESENTED BY THIS RULE 144A GLOBAL SECURITY HAVE BEEN REGISTERED OR WILL BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. NEITHER BNP PARIBAS ARBITRAGE ISSUANCE B.V., THE ISSUER OF THIS RULE 144A GLOBAL SECURITY (THE "ISSUER"), NOR THE GUARANTOR, HAS REGISTERED AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "1940 ACT"). THE PURCHASER OR TRANSFEREE OF ANY SECURITY REPRESENTED BY THIS RULE 144A GLOBAL SECURITY ACKNOWLEDGES THE RESTRICTIONS ON THE TRANSFER OF THE SECURITIES SET FORTH BELOW AND AGREES THAT IT SHALL TRANSFER ANY SECURITY ONLY AS PROVIDED IN THE AGENCY AGREEMENT REFERRED TO HEREIN OR IN THE FINAL TERMS ATTACHED HERETO.

THE EXERCISE OR REDEMPTION OF THESE SECURITIES MAY BE RESTRICTED AS SET FORTH IN THE FINAL TERMS.

EACH HOLDER OF A BENEFICIAL INTEREST IN THE SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH HOLDER OF SUCH ACCOUNT IS (A) A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A AND ACQUIRED SUCH INTEREST IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A AND (B) (w) A QUALIFIED PURCHASER WITHIN THE MEANING OF SECTION 3(c) (7) OF THE 1940 ACT (x) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (UNLESS EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (y) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS IF THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED ON OR BEFORE APRIL 30, 1996 AND (z) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENT TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE 1940 ACT EXEMPTION OR EXCLUSION.

ANY RESALE OR OTHER TRANSFER OF AN INTEREST IN THE SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY SHALL REQUIRE THE TRANSFEROR TO SUBMIT TO THE RELEVANT SECURITY AGENT A CERTIFICATE OF TRANSFER, IN THE FORM SET FORTH IN SCHEDULE 8 OF THE AGENCY AGREEMENT REFERRED TO HEREIN OR AS OTHERWISE PROVIDED BY THE ISSUER, TOGETHER WITH A DULY EXECUTED INVESTOR REPRESENTATION LETTER FROM THE RELEVANT TRANSFEREE, IN THE FORM SET FORTH IN SCHEDULE 9 OF THE AGENCY AGREEMENT REFERRED TO HEREIN OR AS OTHERWISE PROVIDED BY THE ISSUER. IF AT ANY TIME THE NEW YORK AGENT SUBSEQUENTLY DETERMINES OR IS SUBSEQUENTLY NOTIFIED BY THE ISSUER THAT THE HOLDER OF ANY INTEREST IN THE SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY WAS IN BREACH, AT THE TIME GIVEN, OF ANY REPRESENTATION OR AGREEMENT GIVEN BY SUCH HOLDER, THE PURPORTED TRANSFER SHALL BE ABSOLUTELY NULL AND VOID *AB INITIO* AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "DISQUALIFIED TRANSFEREE") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF TRANSFER OF SUCH INTEREST BY SUCH HOLDER.

THE ACQUISITION OF U.S. SECURITIES BY, OR ON BEHALF OF, OR WITH THE ASSETS OF ANY "EMPLOYEE BENEFIT PLAN" SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR ANY "PLAN" SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR ANY ENTITY PART OR ALL OF THE ASSETS OF WHICH CONSTITUTE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN BY REASON OF DEPARTMENT OF LABOR REGULATION SECTION 2510.3-101 (AS MODIFIED BY SECTION 3(42) OF ERISA) OR OTHERWISE, OR ANY GOVERNMENTAL, CHURCH OR NON-U.S. PLAN SUBJECT TO NON-U.S., FEDERAL, STATE OR LOCAL LAW SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE IS PROHIBITED UNLESS THE PURCHASE, HOLDING AND SUBSEQUENT DISPOSITION OF U.S. SECURITIES (INCLUDING, IF APPLICABLE, THE RECEIPT OF ANY GUARANTEE OR ENTITLEMENT) WOULD NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA

OR UNDER SECTION 4975 OF THE CODE (OR IN THE CASE OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, VIOLATION OF ANY SUBSTANTIALLY SIMILAR NON-U.S., FEDERAL, STATE OR LOCAL LAW).

IF REQUESTED BY THE ISSUER OR BY A SECURITY AGENT, THE PURCHASER OR TRANSFEREE AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF SECURITIES REPRESENTED BY THIS RULE 144A GLOBAL SECURITY IS PERMISSIBLE UNDER THE SECURITIES ACT. THE SECURITIES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THE SECURITIES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF A SECURITY REPRESENTED BY THIS RULE 144A GLOBAL SECURITY, THE PURCHASER OR TRANSFEREE THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT. ";

(xiv) that Private Placement Definitive Securities issued by BNPP will bear a legend to the following effect unless otherwise agreed to by BNPP:

"THIS SECURITY HAS NOT BEEN REGISTERED AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THIS SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. BNP PARIBAS, THE ISSUER OF THIS SECURITY ("THE ISSUER"), HAS NOT REGISTERED AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED. THE PURCHASER OR TRANSFEREE OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES THE RESTRICTIONS ON THE TRANSFER OF THIS SECURITY SET FORTH BELOW AND AGREES THAT IT SHALL TRANSFER THIS SECURITY ONLY AS PROVIDED IN THE AGENCY AGREEMENT REFERRED TO HEREIN OR IN THE FINAL TERMS ATTACHED HERETO.

THE EXERCISE OR REDEMPTION OF THESE SECURITIES MAY BE RESTRICTED AS SET FORTH IN THE FINAL TERMS. THIS SECURITY MAY ONLY BE TRANSFERRED, EXERCISED OR REDEEMED IN MINIMUM AMOUNTS OF U.S.$250,000, AND THE REMAINING PORTION MUST BE AT LEAST U.S.$250,000.

THE HOLDER OF THIS SECURITY SHALL BE REQUIRED TO REPRESENT WITH RESPECT TO ITSELF AND ANY ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND ANY HOLDER OF SUCH ACCOUNT IS AN ACCREDITED INVESTOR WITHIN THE MEANING OF RULE 501(a) OF REGULATION D UNDER THE SECURITIES ACT AND ACQUIRED SUCH INTEREST IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ANY RESALE OR OTHER TRANSFER OF INTEREST IN THIS SECURITY SHALL REQUIRE THE TRANSFEROR TO SUBMIT TO THE RELEVANT AGENT A CERTIFICATE OF TRANSFER, IN THE APPROPRIATE FORM SET FORTH IN SCHEDULE 8 OF THE AGENCY AGREEMENT REFERRED TO HEREIN, TOGETHER, IN THE CASE OF A TRANSFER TO AN ACCREDITED INVESTOR, WITH A DULY EXECUTED INVESTOR REPRESENTATION LETTER FROM THE RELEVANT TRANSFEREE, IN THE FORM SET FORTH IN SCHEDULE 9 OF THE AGENCY AGREEMENT REFERRED TO HEREIN. IF AT ANY TIME THE DEFINITIVE AGENT SUBSEQUENTLY DETERMINES OR IS SUBSEQUENTLY NOTIFIED BY THE ISSUER THAT THE HOLDER OF ANY INTEREST IN THIS SECURITY WAS IN BREACH, AT THE TIME GIVEN, OF ANY REPRESENTATION OR AGREEMENT GIVEN BY SUCH HOLDER, THE PURPORTED TRANSFER SHALL BE ABSOLUTELY NULL AND

VOID *AB INITIO* AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "DISQUALIFIED TRANSFEREE") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF TRANSFER OF SUCH INTEREST BY SUCH HOLDER.

THE ACQUISITION OF U.S. SECURITIES BY, OR ON BEHALF OF, OR WITH THE ASSETS OF ANY "EMPLOYEE BENEFIT PLAN" SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR ANY "PLAN" SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR ANY ENTITY PART OR ALL OF THE ASSETS OF WHICH CONSTITUTE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN BY REASON OF DEPARTMENT OF LABOR REGULATION SECTION 2510.3-101 (AS MODIFIED BY SECTION 3(42) OF ERISA) OR OTHERWISE, OR ANY GOVERNMENTAL, CHURCH OR NON-U.S. PLAN SUBJECT TO NON-U.S., FEDERAL, STATE OR LOCAL LAW SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE IS PROHIBITED UNLESS THE PURCHASE, HOLDING AND SUBSEQUENT DISPOSITION OF SUCH U.S. SECURITIES (INCLUDING, IF APPLICABLE, THE RECEIPT OF ANY GUARANTEE OR ENTITLEMENT) WOULD NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR UNDER SECTION 4975 OF THE CODE (OR IN THE CASE OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, VIOLATION OF ANY SUBSTANTIALLY SIMILAR NON-U.S., FEDERAL, STATE OR LOCAL LAW).

IF REQUESTED BY THE ISSUER OR BY AN AGENT, THE PURCHASER OR TRANSFEREE AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF THIS SECURITY IS PERMISSIBLE UNDER THE SECURITIES ACT.

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE DEFINITIVE AGENT SUCH OPINIONS OF COUNSEL, CERTIFICATES AND/OR OTHER INFORMATION AS IT MAY REASONABLY REQUIRE IN FORM REASONABLY SATISFACTORY TO IT AS PROVIDED FOR IN THE AGENCY AGREEMENT REFERRED TO HEREIN TO CONFIRM THAT THE TRANSFER COMPLIED WITH THE FOREGOING TRANSFER RESTRICTIONS AS PROVIDED FOR IN SUCH AGENCY AGREEMENT.

THIS SECURITY AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF THIS SECURITY, THE PURCHASER OR TRANSFEREE HEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.";

(xv) that Private Placement Definitive Securities issued by BNPP B.V. will bear a legend to the following effect unless otherwise agreed to by BNPP B.V.:

"NEITHER THIS SECURITY NOR THE GUARANTEE OF THIS SECURITY ISSUED BY BNP PARIBAS (THE "GUARANTOR") HAS BEEN REGISTERED OR WILL BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THIS SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. NEITHER BNP PARIBAS ARBITRAGE ISSUANCE B.V., THE ISSUER OF THIS SECURITY (THE

"ISSUER"), NOR THE GUARANTOR HAS REGISTERED AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "1940 ACT"). THE PURCHASER OR TRANSFEREE OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES THE RESTRICTIONS ON THE TRANSFER OF THIS SECURITY SET FORTH BELOW AND AGREES THAT IT SHALL TRANSFER THIS SECURITY ONLY AS PROVIDED IN THE AGENCY AGREEMENT REFERRED TO HEREIN OR IN THE FINAL TERMS ATTACHED HERETO.

THE EXERCISE OR REDEMPTION OF THESE SECURITIES MAY BE RESTRICTED AS SET FORTH IN THE FINAL TERMS. THIS SECURITY MAY ONLY BE TRANSFERRED, EXERCISED OR REDEEMED IN MINIMUM APPLICABLE AMOUNTS OF U.S. $250,000.

THE HOLDER OF THIS SECURITY SHALL BE REQUIRED TO REPRESENT WITH RESPECT TO ITSELF AND ANY ACCOUNT FOR WHICH IT IS PURCHASING THAT IT IS (A) A QUALIFIED INSTITUTIONAL, BUYER WITHIN THE MEANING OF RULE 144A AND ACQUIRED SUCH INTEREST IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A AND (B) (w) A QUALIFIED PURCHASER WITHIN THE MEANING OF SECTION 3(c) (7) OF THE 1940 ACT (x) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (UNLESS EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (y) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS IF THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED ON OR BEFORE APRIL 30, 1996 AND (z) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENT TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE 1940 ACT EXEMPTION OR EXCLUSION.

ANY RESALE OR OTHER TRANSFER OF INTEREST IN THIS SECURITY SHALL REQUIRE THE TRANSFEROR TO SUBMIT TO THE RELEVANT SECURITY AGENT A CERTIFICATE OF TRANSFER, IN THE APPROPRIATE FORM SET FORTH IN SCHEDULE 8 OF THE AGENCY AGREEMENT REFERRED TO HEREIN OR AS OTHERWISE PROVIDED BY THE ISSUER, TOGETHER, WITH A DULY EXECUTED INVESTOR REPRESENTATION LETTER FROM THE RELEVANT TRANSFEREE, IN THE FORM SET FORTH IN SCHEDULE 9 OF THE AGENCY AGREEMENT REFERRED TO HEREIN OR AS OTHERWISE PROVIDED BY THE ISSUER. IF AT ANY TIME THE DEFINITIVE SECURITY AGENT SUBSEQUENTLY DETERMINES OR IS SUBSEQUENTLY NOTIFIED BY THE ISSUER THAT THE HOLDER OF ANY INTEREST IN THIS SECURITY WAS IN BREACH, AT THE TIME GIVEN, OF ANY REPRESENTATION OR AGREEMENT GIVEN BY SUCH HOLDER, THE PURPORTED TRANSFER SHALL BE ABSOLUTELY NULL AND VOID *AB INITIO* AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "DISQUALIFIED TRANSFEREE") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF TRANSFER OF SUCH INTEREST BY SUCH HOLDER.

THE ACQUISITION OF U.S. SECURITIES BY, OR ON BEHALF OF, OR WITH THE ASSETS OF ANY "EMPLOYEE BENEFIT PLAN" SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR ANY "PLAN" SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR ANY ENTITY PART OR ALL OF THE ASSETS OF WHICH CONSTITUTE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN BY REASON OF DEPARTMENT OF LABOR REGULATION SECTION 2510.3-101 (AS MODIFIED BY SECTION 3(42) OF ERISA) OR OTHERWISE, OR ANY GOVERNMENTAL, CHURCH OR NON-U.S. PLAN SUBJECT TO NON-U.S., FEDERAL, STATE OR LOCAL LAW SUBSTANTIALLY SIMILAR TO THE FIDUCIARY

RESPONSIBILITY PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE IS PROHIBITED UNLESS THE PURCHASE, HOLDING AND SUBSEQUENT DISPOSITION OF SUCH U.S. SECURITIES (INCLUDING, IF APPLICABLE, THE RECEIPT OF ANY GUARANTEE OR ENTITLEMENT) WOULD NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR UNDER SECTION 4975 OF THE CODE (OR IN THE CASE OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, VIOLATION OF ANY SUBSTANTIALLY SIMILAR NON-U.S., FEDERAL, STATE OR LOCAL LAW).

IF REQUESTED BY THE ISSUER OR BY A SECURITY AGENT, THE PURCHASER OR TRANSFEREE AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF THIS SECURITY IS PERMISSIBLE UNDER THE SECURITIES ACT.

THIS SECURITY AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED SECURITIES GENERALLY. BY THE ACCEPTANCE OF THIS SECURITY, THE PURCHASER OR TRANSFEREE HEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.";

(xvi) that Regulation S Global Securities will bear a legend to the following effect unless otherwise agreed to by BNPP or BNPP B.V., as applicable:

"[THE SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY HAVE NOT BEEN REGISTERED AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. BNP PARIBAS, THE ISSUER OF THIS REGULATION S GLOBAL SECURITY (THE "ISSUER"), HAS NOT REGISTERED AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "1940 ACT"). THE PURCHASER OR TRANSFEREE OF ANY SECURITY REPRESENTED BY THIS REGULATION S GLOBAL SECURITY ACKNOWLEDGES THE RESTRICTIONS ON THE TRANSFER OF THE SECURITIES SET FORTH BELOW AND AGREES THAT IT SHALL TRANSFER ANY SECURITY ONLY AS PROVIDED IN THE AGENCY AGREEMENT REFERRED TO HEREIN OR IN THE FINAL TERMS ATTACHED HERETO.][6].

[NEITHER THE SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY NOR THE GUARANTEE OF THESE SECURITIES ISSUED BY BNP PARIBAS (THE "GUARANTOR") HAVE BEEN REGISTERED OR WILL BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. NEITHER BNP PARIBAS ARBITRAGE ISSUANCE B.V., THE ISSUER OF THIS REGULATION S GLOBAL SECURITY (THE "ISSUER"), NOR THE GUARANTOR, HAS REGISTERED AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "1940 ACT"). THE PURCHASER OR TRANSFEREE OF ANY SECURITY REPRESENTED BY THIS REGULATION S GLOBAL SECURITY ACKNOWLEDGES THE RESTRICTIONS ON THE TRANSFER OF THE SECURITIES SET FORTH

6 Delete where BNPP B.V. is the Issuer.

BELOW AND AGREES THAT IT SHALL TRANSFER ANY SECURITY ONLY AS PROVIDED IN THE AGENCY AGREEMENT REFERRED TO HEREIN OR IN THE FINAL TERMS ATTACHED HERETO.][7]

THE SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY MAY NOT BE HELD OR EXERCISED BY OR ON BEHALF OF ANY PERSONS THAT ARE (I) A "U.S. PERSON" AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S"); OR (II) A PERSON OTHER THAN A "NON-UNITED STATES PERSON" AS DEFINED IN RULE 4.7 UNDER THE UNITED STATES COMMODITY EXCHANGE ACT, AS AMENDED (THE "COMMODITY EXCHANGE ACT"); OR (III) A "U.S.PERSON" AS DEFINED IN THE INTERPRETATIVE GUIDANCE AND POLICY STATEMENT REGARDING COMPLIANCE WITH CERTAIN SWAP REGULATIONS PROMULGATED BY THE COMMOTIY FUTURES TRADING COMMISSION (THE "CFTC"); OR (IV) ANY OTHER "U.S. PERSON" AS SUCH TERM MAY BE DEFINED IN REGULATION S OR IN REGULATION S OR GUIDANCE ADOPTED UNDER THE COMMODITY EXCHANGE ACT (EACH SUCH PERSON, A "U.S. PERSON") UNLESS REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

EACH HOLDER OF A BENEFICIAL INTEREST IN THE SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH HOLDER OF SUCH ACCOUNT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S) AND THAT IT AND EACH SUCH HOLDER HAS ACQUIRED SUCH INTEREST IN A TRANSACTION MEETING THE REQUIREMENTS OF REGULATION S AND WILL NOT ENGAGE IN HEDGING TRANSACTIONS WITH REGARD TO THE SECURITIES UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. [ANY RESALE OR OTHER TRANSFER OF AN INTEREST IN THE SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY SHALL, DURING THE APPLICABLE DISTRIBUTION COMPLIANCE PERIOD (AS DEFINED IN REGULATION S), REQUIRE THE TRANSFEROR TO SUBMIT TO THE PRINCIPAL AGENT A CERTIFICATE OF TRANSFER, IN THE APPROPRIATE FORM SET FORTH IN SCHEDULE 8 OF THE AGENCY AGREEMENT REFERRED TO HEREIN[, TOGETHER, IN THE CASE OF TRANSFERS TO AN ACCREDITED INVESTOR WITHIN THE MEANING OF RULE 501(a) OF REGULATION D UNDER THE SECURITIES ACT, WITH A DULY EXECUTED INVESTOR REPRESENTATION LETTER FROM THE RELEVANT TRANSFEREE, IN THE FORM SET FORTH IN SCHEDULE 9 OF THE AGENCY AGREEMENT REFERRED TO HEREIN.]][8] [ANY RESALE OR OTHER TRANSFER OF AN INTEREST IN THE SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY SHALL REQUIRE THE TRANSFEROR TO SUBMIT TO THE PRINCIPAL AGENT A TRANSFER CERTIFICATE, IN THE APPROPRIATE FORM SET FORTH IN SCHEDULE 8 OF THE AGENCY AGREEMENT REFERRED TO HEREIN, TOGETHER WITH A DULY EXECUTED INVESTOR REPRESENTATION LETTER FROM THE RELEVANT TRANSFEREE, IN THE FORM SET FORTH IN SCHEDULE 9 OF THE AGENCY AGREEMENT REFERRED TO HEREIN (OR IN THE FORM ATTACHED TO THE FINAL TERMS).][9] IF AT ANY TIME THE PRINCIPAL AGENT SUBSEQUENTLY DETERMINES OR IS SUBSEQUENTLY NOTIFIED BY THE ISSUER THAT THE HOLDER OF ANY INTEREST IN THE SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY WAS IN BREACH, AT THE TIME GIVEN, OF ANY REPRESENTATION OR AGREEMENT GIVEN BY SUCH HOLDER, THE PURPORTED TRANSFER SHALL BE ABSOLUTELY NULL AND VOID *AB INITIO* AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "DISQUALIFIED TRANSFEREE") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST

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7 Delete if BNPP is the Issuer.

8 To be included if the Final Terms provide for transfers to AIs. Delete if BNPP B.V. is the Issuer.

9 Delete if BNPP Paribas is the Issuer.

THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF TRANSFER OF SUCH INTEREST BY SUCH HOLDER.

THE ACQUISITION OF U.S. SECURITIES BY, OR ON BEHALF OF, OR WITH THE ASSETS OF ANY "EMPLOYEE BENEFIT PLAN" SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR ANY "PLAN" SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR ANY ENTITY PART OR ALL OF THE ASSETS OF WHICH CONSTITUTE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN BY REASON OF DEPARTMENT OF LABOR REGULATION SECTION 2510.3-101 (AS MODIFIED BY SECTION 3(42) OF ERISA) OR OTHERWISE, OR ANY GOVERNMENTAL, CHURCH OR NON-U.S. PLAN SUBJECT TO NON-U.S., FEDERAL, STATE OR LOCAL LAW SUBSTANTIALLY SIMILAR TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE IS PROHIBITED.

IF REQUESTED BY THE ISSUER OR BY AN AGENT, THE PURCHASER OR TRANSFEREE AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY IS PERMISSIBLE UNDER THE SECURITIES ACT.

THE SECURITIES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THE SECURITIES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED SECURITIES GENERALLY. THE PURCHASER OR TRANSFEREE OF SECURITIES REPRESENTED BY THIS REGULATION S GLOBAL SECURITY SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.";

(xvii) that BNPP, BNPP B.V. 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 BNPP or BNPP B.V., as the case may be; and if it is acquiring any U.S. Securities 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.

(xviii) AIs who purchase U.S. Securities are required to execute and deliver to the Definitive Warrant Agent or the Definitive Certificate Agent, as the case may be, an Investor Representation Letter. Upon execution and delivery of an Investor Representation Letter by an AI, Private Placement Definitive Securities will be issued.

The Investor Representation Letter that AIs purchasing securities from BNPP are required to sign will state, among other things, the following:

(a) that the AI or an investment advisor acting on its behalf has reviewed a copy of this Base Prospectus and the Final Terms relating to the Securities, including, without limitation, the risk factors relating to the Securities, and such other information as it deems necessary in order to make its investment decision;

(b) that the AI is acquiring the Securities purchased by it for its own account or for one or more accounts (each of which is an AI) as to each of which it exercises sole investment discretion and has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account, and not with a view to any resale, distribution or other disposition of the Securities, subject, nevertheless, to the understanding that the disposition of its property shall at all times be and remain within its control;

(c) that the purchaser and each account for which it is acting is an AI within the meaning of Rule 501(a) of Regulation D under the Securities Act, and that it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Securities, and it and any accounts for which it is acting are each able to bear the economic risk of its or any such accounts' investment for an indefinite period of time;

(d) that, on each day from the date on which it acquires the U.S. Securities through and including the date on which it disposes of its interests in such U.S. Securities, either that (a) the AI is not an "employee benefit plan" as defined in Section 3(3) of ERISA subject to Title I of ERISA, a "plan" (defined in Section 4975(e)(1) of the Code) subject to Section 4975 of the Code (including without limitation, an individual retirement account), an entity whose underlying assets include the assets of any such employee benefit plan or plan, or a governmental, church or non-U.S. plan which is subject to any non-U.S., federal, state or local law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code or (b) the AI's purchase, holding and disposition of such U.S. Securities (including, if applicable, the receipt of any Guarantee or Entitlement) will not result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or, in the case of a governmental, church or non-U.S. plan, violation of any substantially similar non-U.S., federal, state or local law) unless an exemption is available with respect to such transactions and all the conditions of such exemption have been satisfied;

(e) that the AI understands that any subsequent transfer of the Securities is subject to certain restrictions and conditions set forth in this Base Prospectus and the Final Terms relating to the Securities (including those set out above) and that it agrees to be bound by, and not to resell, pledge or otherwise transfer the Securities except in compliance with such restrictions and conditions and the Securities Act;

(f) that the AI is a sophisticated investor that, in the normal course of its business, invests in or purchases securities similar to the Securities and any Relevant Asset and has knowledge and experience in investment matters;

(g) that the AI acknowledges that (a) it did not rely on any investigation that the Issuer, any of its Affiliates or any person acting on their behalf may have conducted with respect to any Relevant Asset or the issuer of any such Relevant Asset, and none of such persons has made any representation to it, express or implied, with respect to any such Relevant Asset and the issuer of any such Relevant Asset; (b) it conducted and relied on its own investigation with respect to the Relevant Asset; and (c) it received all information that it believes is necessary or appropriate in connection with any such Relevant Asset;

(h) that the AI acknowledges that it assumes all economic risk of loss that may occur as a result of changes in the prices of the Securities and the Relevant Assets in accordance with the terms of the Securities, and that it will not look directly or indirectly on BNPP or its Affiliates to indemnify it for such loss, and that it expressly holds BNPP and its Affiliates harmless in respect of any such loss; and

(i) that the AI acknowledges that BNPP and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements, and it agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify BNPP.

(xix) QIBs who are QPs who purchase U.S. Securities are required to execute and deliver to BNPP B.V. an Investor Representation Letter and to comply with such other restrictions on transfer and other requirements as may be set forth in the Investor Representation Letter or in any applicable U.S. wrapper to the Base Prospectus.

## OFFERING AND SALE

No action has been or will be taken by BNPP B.V., BNPP, BP2F, BNPPF, BGL or the Managers that would permit a public offering of any Securities or possession or distribution of any offering material in relation to any Securities in any jurisdiction where action for that purpose is required. No offers, sales, re-sales or deliveries of any Securities, or distribution of any offering material relating to any Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on BNPP B.V., BNPP, BP2F, BNPPF, BGL and/or the Managers.

**United States**

None of the Securities, the Guarantees or, in the case of Physical Delivery Securities, the Entitlement to be delivered upon the exercise (in the case of Physical Delivery Warrants) or the redemption (in the case of Physical Delivery Certificates) of such Securities has been, or will be, registered under the Securities Act or any state securities laws, and trading in the Securities has not been approved by the Commodity Futures Trading Commission (the "**CFTC**") under the United States Commodity Exchange Act, as amended (the "**Commodity Exchange Act**"). None of the Issuers has registered as an investment company pursuant to the Investment Company Act. Unless otherwise specified in the applicable Final Terms, the Securities are being offered and sold in reliance on Regulation S under the Securities Act. No Securities of such series, or interests therein, may at any time be offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. person and any offer, sale, resale, trade, pledge, exercise, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. person will not be recognised. The Securities of such series may not be legally or beneficially owned at any time by any U.S. person and accordingly are being offered and sold outside the United States only to non-U.S. persons in reliance on Regulation S and pursuant to CFTC regulations and guidance.

As used herein, a "**U.S. person**" is (i) a "U.S. person" as defined in Regulation S under the United States Securities Act, as amended (the "**Securities Act**") ("**Regulation S**"); or (ii) a person other than a "Non-United States person" as defined in Rule 4.7 under the Commodity Exchange Act; or (iii) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the CFTC; or (iv) any other "U.S. person" as such term may be defined in Regulation S or in regulations or guidance adopted under the Commodity Exchange Act (each such person, a "**U.S. person**").

If specified in the applicable Final Terms, certain issues of Securities may be offered and sold in the United States. Such U.S. Securities may only be offered and sold (a) by BNPP to (I) persons reasonably believed to be QIBs in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A and/or (II) certain AIs in reliance upon an exemption from the registration requirements of the Securities Act or (b) by BNPP B.V. to persons reasonably believed to be a QIB and a QP in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A. In either such case, such U.S. Securities may concurrently be offered and sold to non-U.S. persons in offshore transactions in reliance on Regulation S. For further information on certain restrictions on resale, transfer, exercise and redemption, see "Notice to Purchasers and Holders of U.S. Securities and Transfer Restrictions". Offers and sales of U.S. Securities in the United States will be made only through broker-dealers who are registered as such under the Exchange Act.

Securities related to a specified interest in an exchange traded instrument or basket of interests in exchange traded instruments, a specified commodity or commodity index or basket of commodities and/or commodity indices, a specified inflation index or basket of inflation indices, a specified currency or basket of specified currencies, a specified fund share or unit or basket of fund shares or units, the credit of a specified reference entity or reference entities, a specified futures contract or basket of futures contracts, or Hybrid Warrants related to any of these asset classes, may not at any time be offered, sold, resold, held, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, in the United States or to, by or for the account or benefit of, persons that are U.S. persons as defined in

Regulation S under the Securities Act or that are not non-United States Persons as defined in Rule 4.7 under the United States Commodity Exchange Act, as amended unless expressly provided for pursuant to any applicable U.S. wrapper to the Base Prospectus. Any such applicable U.S. wrapper may restrict the types of Securities that can be offered, sold, resold, held, traded, pledged, exercised, redeemed, transferred or delivered and the terms of such Securities.

U.S. Securities are being offered from time to time within the United States by the Issuers through BNP Paribas Securities Corp., a broker-dealer affiliate of the Issuers (the "**Initial Dealer**"), in the case of U.S. Securities offered by BNPP or BNPP B.V., or one or more other broker-dealers appointed by the Issuers from time to time (collectively with the Initial Dealer, the "**U.S. Dealers**"). The U.S. Securities may be sold to each U.S. Dealer at a discount, as principal, for resale to investors or other purchasers at varying prices related to prevailing market prices at the time of resale, to be determined by such U.S. Dealer or, if so agreed, at a fixed offering price. BNPP or BNPP B.V., as the case may be, will have the sole right to accept offers to purchase U.S. Securities and may reject any proposed purchase of U.S. Securities in whole or in part. Each U.S. Dealer will have the right, in its discretion reasonably exercised, to reject any proposed purchase of U.S. Securities through it in whole or in part.

Each of BNPP and BNPP B.V. has reserved the right to sell U.S. Securities through one or more other dealers in addition to the U.S. Dealers and directly to investors on its own behalf in those jurisdictions where it is authorised to do so. No commission will be payable by either Issuer to any of the relevant U.S. Dealers on account of sales of U.S. Securities made through such other dealers or directly by such Issuer.

In addition, the U.S. Dealers may offer the U.S. Securities they have purchased as principal to other dealers. The U.S. Dealers may sell U.S. Securities to any dealer at a discount and, unless otherwise specified in the applicable Final Terms, such discount allowed to any dealer will not be in excess of the discount to be received by such U.S. Dealer from the applicable Issuer. Unless otherwise indicated in the applicable Final Terms, any U.S. Securities sold to a U.S. Dealer as principal will be purchased by such U.S. Dealer at a price equal to 100 per cent. of the principal amount thereof less a percentage equal to the commission applicable to any agency sale of U.S. Securities of identical maturity, and may be resold by the U.S. Dealer to investors and other purchasers as described above. After the initial offering of U.S. Securities to be resold to investors and other purchasers, the offering price (in the case of U.S. Securities to be resold at a fixed offering price), the concession and discount may be changed.

Each of BNPP and BNPP B.V. has agreed to indemnify each relevant U.S. Dealer against, or to make contributions relating to, certain civil liabilities, including liabilities under the Securities Act.

The Initial Dealer has advised the Issuers that the Initial Dealer may make a market in the U.S. Securities; however, BNPP or BNPP B.V., as the case may be, cannot provide any assurance that a secondary market for the U.S. Securities will develop. After a distribution of a series of U.S. Securities is completed, because of certain regulatory restrictions arising from its affiliation with the applicable Issuer, the Initial Dealer may not be able to make a market in such series of U.S. Securities or, except on a limited, unsolicited basis, effect any transactions for the account of any customer in such series of U.S. Securities. Other broker-dealers unaffiliated with the applicable Issuer will not be subject to such prohibitions.

This Base Prospectus and any Final Terms may be used by Affiliates of the Issuers in connection with offers and sales related to secondary market transactions in the U.S. Securities. Such Affiliates may act as principal or agent in such transactions. Such sales will be made at prices related to prevailing prices at the time of a sale.

BNP Paribas Securities Corp., the Initial Dealer for the U.S. Securities offered hereby, is a subsidiary of BNPP and an Affiliate of BNPP B.V..

Each U.S. Dealer may be deemed to be an "underwriter" within the meaning of the Securities Act, and any discounts and commissions received by it and any profit realised by it on resale of the U.S. Securities may be deemed to be underwriting discounts and commissions.

Each purchaser of U.S. Securities offered hereby in making its purchase will be deemed to have represented and agreed with the applicable Issuer as set forth under "Notice to Purchasers and Holders of U.S. Securities and Transfer Restrictions" herein.

In connection with sales of U.S. Securities outside the United States, each relevant U.S. Dealer will be required to agree that, except as described in the preceding paragraph, it has not offered, sold or delivered, and will not offer, sell or deliver, any Securities within the United States or to, or for the account or benefit of, U.S. persons (a) as part of its distribution at any time and (b) otherwise until 40 days after the later of the commencement of an offering and the closing date, and it will have sent to each dealer or distributor to which it sells such U.S. Securities during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of such U.S. Securities within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until the expiration of the 40-day Distribution Compliance Period with respect to an offering of U.S. Securities pursuant to the registration exemption contained in Regulation S under the Securities Act, an offer or sale of such U.S. Securities within the United States by any dealer that is not participating in such offering may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A or another available exemption under the Securities Act.

Terms used above that are defined in Rule 144A or Regulation S have the meanings given to them therein, as applicable.

Securities 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)(D) (or any successor U.S. Treasury Regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) ("**TEFRA D**") apply or do not apply ("**TEFRA not applicable**") to the issuance of Notes. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and the Treasury regulations promulgated thereunder.

The Final Terms in respect of any U.S. Securities will set forth additional information relating to the offer, sale or distribution of U.S. Securities.

**European Economic Area**

Please note that in relation to EEA States, additional selling restrictions may apply in respect of any specific EEA State, including those set out below in relation to Austria, Belgium, the Czech Republic, Denmark, France, Germany, Hungary, Ireland, Italy, Luxembourg, The Netherlands, Poland, Portugal, Spain, Sweden and the United Kingdom.

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") offers of Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State may not be made except, with effect from and including the Relevant Implementation Date, offers of such Securities to the public in that Relevant Member State may be made:

(a) if the final terms in relation to the Securities specify that an offer of those Securities 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 those Securities 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 relevant Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

(b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(c) 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 Issuer or any Manager for any such offer; or

(d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Securities referred to in (b) to (d) above shall require the relevant Issuer 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 Securities to the public**" in relation to any Securities 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 Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities, 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.

**Australia**

This document and the offer of Notes, Warrants or Certificates is only made available in Australia to persons to whom a disclosure document such as a prospectus or product disclosure statement is not required to be given under either Chapter 6D or Chapter 7.9 of the Corporations Act 2001 (Cth). This document is not a prospectus, product disclosure statement or any other form of formal "disclosure document" for the purposes of Australian Law, and is not required to, and does not, contain all the information which would be required in a product disclosure statement or prospectus under Australian law.

This document is only provided on the condition that the information in and accompanying this document is strictly for the use of prospective investors and their advisers only. Neither this document nor any extract or conclusion from this document may be provided to any other person in Australia without our written consent, which we may withhold in our absolute discretion. This document has not been and will not be lodged or registered with the Australian Securities and Investments Commission or the ASX Limited or any other regulatory body or agency in Australia. The persons referred to in this document may not hold Australian financial services licences. No cooling off regime applies to an acquisition of the Notes, Warrants or Certificates. Under no circumstances is this document to be used by a retail client for the purpose of making a decision about a financial product.

This document contains general advice only and does not take into account the investment objectives, financial situation or needs of any particular person. Accordingly, before making an investment decision in relation to this document, you should assess whether the acquisition of the Notes, Warrants or Certificates is appropriate in light of your own financial circumstances or seek professional advice.

An investor may not transfer or offer to transfer Notes, Warrants or Certificates to any person located in, or a resident of Australia, unless the person is a person to whom a disclosure document such as a prospectus or product disclosure statement is not required to be given under either Chapter 6D or Chapter 7.9 of the Corporations Act 2001 (Cth). There may be restrictions on the offer for re-sale of any Notes, Warrants or Certificates in Australia for a period of 12 months after their issue. Because of these restrictions, investors are advised to consult legal counsel prior to making any offer for re-sale of Notes, Warrants or Certificates in Australia.

**Austria**

In addition to the cases described in the European Economic Area selling restrictions in which the Securities may be offered to the public in a Relevant Member State (including Austria), the Securities may be offered to the public in Austria only:

(a) if the following conditions have been satisfied:

(i) the Base Prospectus, including any supplements but excluding any Final Terms, which has been approved by the Austrian Financial Market Authority (*Finanzmarktaufsichtsbehörde*, the "**FMA**") or, where appropriate, approved by the competent authority of another Member State and notified to the FMA, all in accordance with the Prospectus Directive, has been published at least one Austrian bank working day prior to the commencement of the relevant offer of the Securities to the public; and

(ii) the applicable Final Terms for the Securities have been published and filed with the FMA on or prior to the date of commencement of the relevant offer of the Securities to the public; and

(iii) a notification with the *Oesterreichische Kontrollbank Aktiengesellschaft*, all as prescribed by the Austrian Capital Market Act, as amended (*Kapitalmarktgesetz*, Federal Law Gazette No. 625/1991, the "**KMG**"), has been filed at least one Austrian bank working day prior to the commencement of the relevant offer of the Securities to the public; or

(b) otherwise in compliance with the KMG.

For the purposes of this Austrian selling restriction, the expression "an offer of the Securities to the public" means any communication to the public in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

**Belgium**

With regard to Securities having a maturity of less than 12 months (and which therefore fall outside the scope of the Prospectus Directive), this Prospectus has not been, and it is not expected that it will be, submitted for approval to the Belgian Financial Services and Markets Authority (*Autoriteit voor Financiële Diensten en Markten / Autorité des services et marchés financiers*) (the "**FSMA**"). Accordingly, no action will be taken that would be characterised as or result in a public offering of such Securities in Belgium in accordance with the Prospectus Law of 16 June 2006 on public offerings of investment instruments and the admission of investment instruments to trading on regulated markets, as amended or replaced from time to time.

With regard to fund linked Securities, the funds to which the fund linked Securities are linked are not registered and will not be registered in Belgium with the FSMA under the Belgian law of 20 July 2004 on certain forms of collective investment portfolios. The shares and other securities issued by these funds cannot be offered publicly in Belgium.

The Securities shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with Article 4 of the Belgian Law of 14 December 2005.

**Czech Republic**

No offers or sales of any Securities may be made in the Czech Republic through a public offering, except if in compliance with the Act of the Czech Republic No. 256/2004 Coll., on Conducting Business in the Capital Market, as amended (the "**Capital Market Act**"), which under the Capital Market Act comprises any communication to a broader circle of persons containing information on the Securities being offered and the terms under which they may acquire the Securities and which are sufficient for the investor to make a decision to subscribe for, or purchase, such Securities.

No action has been taken or will be taken which would result in the Securities being deemed to have been issued in the Czech Republic or pursuant to Czech law under relevant provisions of the Act of the Czech Republic No. 190/2004 Coll., on Bonds, as amended (the "**Bonds Act**"), and the issue of the Securities qualifying as "accepting of deposits from the public" by the relevant Issuer in the Czech Republic under Section 2(2) of the Act of the Czech Republic No. 21/1992 Coll., on Banks, as amended (the "**Banks Act**"), or requiring a permit, registration, filing or notification to the Czech National Bank or other authorities in the Czech Republic in respect of the Securities in accordance with the Capital Market Act, the Banks Act or practice of the Czech National Bank.

All of the laws of the Czech Republic applicable to the conduct of business in the Czech Republic, including the laws applicable to the provision of investment services (within the meaning of the Capital Market Act) in the Czech Republic, in respect of the Securities have been complied with.

No action has been taken or will be taken which would result in the issue of the Securities being considered an intention to manage assets by acquiring funds from the public in the Czech Republic for the purposes of collective investment pursuant to defined investment policy in favour of the investors under the Act of the Czech Republic No. 240/2013 Coll., on Management Companies and Investment Funds, (the "**MCIFA**"), which implements the Directive 2011/61/EU. Any issue, offer or sale of the Securities has been or will be carried out in strict compliance with the MCIFA.

**Denmark**

The Securities have not been offered or sold and may not be offered, sold or delivered directly or indirectly in Denmark, unless in compliance with Chapters 6 or 12 of the Danish Securities Trading Act, Consolidated Act No. 831 of 12 June 2014 and the Danish Prospectus Executive Orders issued pursuant thereto all as amended from time to time.

**France**

In the period beginning on the date of the approval by the *Autorité des marchés financiers* (the "**AMF**") of this Base Prospectus 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 Authorised Offeror of an issue of Securities may make an offer of Securities:

(a) 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

(b) 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 Securities shall not constitute an offer to the public in France include, but are not limited to, an offer of Securities:

(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 Securities 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, nominal 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.

**Germany**

BNPP, BNPP B.V., BP2F, BNPPF, BGL and any Manager of an issue of Securities may only offer Securities in Germany in compliance with the Securities Prospectus Act (*Wertpapierprospektgesetz*) and any other applicable German laws.

**Greece**

Pursuant to law 3401/2005, any public offer of securities in Greece is not allowed without the prior publication of a prospectus.

Exceptionally the obligation to publish a prospectus shall not apply to the following types of offer:

(a) an offer of securities addressed solely to qualified investors;

(b) an offer of securities addressed to fewer than 150 natural or legal persons per member state, other than qualified investors;

(c) an offer of securities addressed to investors who acquire securities for a total consideration of at least EUR 100,000 per investor, for each separate offer;

(d) an offer of securities whose denomination per unit amounts to at least EUR 100,000;

(e) an offer of securities with a total consideration within the European Union of less than EUR 100,000, which limit shall be calculated over a period of 12 months.

**Hong Kong**

No person:

(a) has offered or sold or will offer or sell in Hong Kong, by means of any document, any Securities (except for Securities which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) other than (i) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance; 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 or which do not constitute an offer to the public within the meaning of that Ordinance; and

(b) has issued or had in its possession for the purposes of issue, or will 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 Securities, 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 Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

**Hungary**

In addition to the rules applicable to the European Economic Area as described above, in connection with any private placement in Hungary, (i) all investors are required to receive the same information which is material or necessary to the evaluation of the relevant Issuer's current market, economic, financial and legal situation and its expected development, including that which was discussed in any personal consultation with an investor, and (ii) the following standard wording is required to be included in all written communication in relation to the private placement:

"PURSUANT TO SECTION 18 OF ACT CXX OF 2001 ON THE CAPITAL MARKETS, THIS [NAME OF DOCUMENT] WAS PREPARED IN CONNECTION WITH A PRIVATE PLACEMENT IN HUNGARY.".

**India**

Additional provisions for use with Indian underliers

Each holder of Securities and each beneficial owner of a Note, Warrant or a Certificate represents and warrants, as a condition to purchasing or owning such Notes, Warrants or Certificates, that:

(a) it is not:

(i) a "person resident in India" (as such term is defined in the Income Tax Act, 1961 ("**Income Tax Act**"), as may be amended or supplemented from time to time);

(ii) a "Non-Resident Indian" (as such term is defined in the Income Tax Act, as may be amended or supplemented from time to time);

(iii) Category II- unregulated broad based funds that are not appropriately regulated but whose investment manager is appropriately regulated (as such term is defined under Regulation (5)(b)(iii) of FPI Regulations), other than a "Grandfathered Client", which refers to an entity which was registered as a client eligible to subscribe for and hold Offshore Derivative Instruments ("**ODIs**") by the Issuer or its associates/affiliates or any other intermediary under the Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995, including any entity which was registered but did not have positions, as on January 07, 2014; or

(iv) Category III foreign portfolio investors (as such term defined under Regulation (5)(c) of the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014 (the "**FPI Regulations**"), other than a "Grandfathered Client" (each a "Restricted Entity").

Provided that it shall notify the Issuer immediately, as soon as it is registered as a Restricted Entity under clause (iii) and (iv) above, either consequent to filing of an application with a Designated Depository Participant (as defined under the FPI Regulations) or as a result of a re-categorization and shall take all steps as may be required by the Issuer, including, if required, to ensure that the ODI transaction is terminated immediately and in the manner required by the Issuer.

Provided further that the holder subscribing to the Notes, Warrants and Certificates would not result in Restricted Entities under (iii) and (iv) above indirectly subscribing to or dealing in ODIs.

Provided further that, in case the holder is a Grandfathered Client then it:

(i) undertakes and agrees to provide the Issuer with such information and documentary evidence (including, but not limited to documentary confirmation that the holder had subscribed to ODIs issued by other intermediaries, under the erstwhile Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995) ("**FII Regulations**") as may be requested by the Issuer to demonstrate that the holder is a Grandfathered Client;

(ii) confirms that there has been no change, and undertakes to inform the Issuer immediately of any change in the future, in the factors which led to it being eligible to subscribe for and hold ODIs in accordance with the FII Regulations, including but not limited to its status as a broad based fund or the regulated status of its investment manager or adviser; and

(iii) undertakes that in the case a holder changes investment managers/advisers/sub-managers/sub-advisers (each, an "**Manager/Adviser Transfer**"), such holder shall issue a written notice to the Issuer in such form as the Issuer may determine thirty (30) Hong Kong business days prior to the Manager/Adviser Transfer.

(b) each holder is not a person/entity whose controller is a Restricted Entity.

For the purposes of this representation, a "controller" means any person/entity or group of persons (acting pursuant to any agreement or understanding (whether formal or informal, written or otherwise)) that, in respect of a person/entity, who:

(i) is/are entitled to exercise, or control the exercise of, a majority or more of the voting power of such person/entity, or

(ii) holds or is otherwise entitled to a majority or more of the economic interest in such person/entity, or

(iii) who in fact exercises control over such person/entity.

For the purposes of this representation, "control" includes the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner. However, a director or officer will not be considered to be in control, merely by virtue of holding such position.

Notwithstanding the foregoing definition, in the case only where a person's/entity's investments are being managed on a discretionary basis by an investment manager, such investment manager shall not be deemed to be such person's/entity's controller for the purposes of this representation by reason only of it being able to control the decision-making in relation to the person's/entity's financial, investment and/or operating policies.

(c) it is an Eligible Entity, i.e. a "person regulated by an appropriate foreign regulatory authority" (as such term and/or requirements relating thereto are defined or otherwise interpreted by any Indian governmental or regulatory authority (each an "Authority") for the purposes of Regulation 22 of the FPI Regulations (as may be amended or supplemented from time to time)) or a person otherwise specifically identified by the Securities and Exchange Board of India as permitted to invest in offshore derivate instruments.

(d) the purchase or ownership of this Warrant or any interest in this Warrant (or this Certificate or any interest in this Certificate, or this Note or any interest in this Note) has not been entered into with the intent of circumventing or otherwise avoiding any requirements applicable under any laws applicable in India (including, without limitation, the FPI Regulations and/or any other subsidiary regulations or circulars issued pursuant thereto (including, without limitation, any restrictions applying to foreign portfolio investors in relation to their issuances and/or other dealings in offshore derivative instruments (as such term is defined in the FPI Regulations) with, Restricted Entities and persons/entities who are not Eligible Entities) or laws governing dealing in the securities market, including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992, Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Markets) Regulations, 2003 and Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, each as amended from time to time, together with any modifications thereto or re-enactments thereof).

(e) the holder:

(i) is a resident of a country whose securities market regulator is a signatory to International Organization of Securities Commission's Multilateral Memorandum of Understanding (Appendix A Signatories) or a signatory to bilateral Memorandum of Understanding with the Securities and Exchange Board of India ("**SEBI**") (as defined under the FPI Regulations);

(ii) being a bank, is a resident of a country whose central bank is a member of Bank for International Settlements;

(iii) is not resident in a country identified in the public statement of Financial Action Task Force as (i) a jurisdiction having a strategic Anti-Money Laundering or Combating the Financing of Terrorism deficiencies to which counter measures apply; or (ii) a jurisdiction that has not made sufficient progress in addressing the deficiencies or has not committed to an action plan developed with the Financial Action Task Force to address the deficiencies;

(iv) is legally permitted to invest in securities outside the country of its incorporation or establishment or place of business;

(v) is authorized by its Memorandum of Association and Articles of Association or equivalent documents or the agreement to transact in ODIs;

(vi) is a fit and proper person based on the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008;

(vii) has sufficient experience, good track record, is professionally competent, financially sound and has a generally good reputation of fairness and integrity; and

(viii) has not been restricted or constrained (including, without limitation, by any authority, regulator or court), from investing in its home country or overseas, or, convicted for any money laundering related offence;

(ix) does not have an opaque structure (as such term is defined in the FPI Regulations). As per the FPI Regulations, a holder satisfying the following criteria shall not be considered as having an opaque structure: (i) any ring fencing of assets and liabilities from other funds or sub-funds is required by its regulator or under any other applicable law; (ii) it is regulated in its home jurisdiction; (iii) each fund or sub fund, which will be making investments in India, satisfies the broad based fund criteria (as such term is defined in the FPI Regulations); and (iv) it undertakes to provide information regarding its beneficial owners as and when the Issuer or SEBI seeks this information, as the case may be.

(x) in case it is a multi class share vehicle by constitution and has more than one class of shares or an equivalent structure, either (i) maintains a common portfolio for all classes of shares and satisfies the broad based fund criteria (as such term is defined in the FPI Regulations), or (ii) maintains a segregated portfolio for separate classes of shares and ensures that the class of shares which will be making investments in India, satisfies the broad based fund criteria (as such term is defined in the FPI Regulations).

(f) it shall ensure that investment (including, synthetically through ODIs) by each holder, whether directly in its own name as a foreign portfolio investor or as an ODI subscriber, or by entities in the "investor group" (as such term is defined in Paragraph 4.0 of the SEBI Circular dated January 8, 2014 on Operational Guidelines for Designated Depository Participants) to which the holder belongs, in equity shares of each Indian company is below ten percent of the total issued capital of the company and the holder shall provide information in this regard to the Issuer, as and when and in such form and manner as may be required;

(g) the purchase or ownership of this Warrant or any interest in this Warrant (or this Certificate or any interest in this Certificate or this Note or any interest in this Note) does not violate any applicable laws (including, without limitation, any legislations, rules, regulations, notifications, circulars or guidelines), or, any orders or directives, which may be issued from time to time, including in relation to the eligibility and permissibility of each holder to transact in ODIs;

(h) this Warrant or any interest in this Warrant (or this Certificate or any interest in this Certificate or this Note or any interest in this Note) has been purchased (and held) as a principal for the holder's own account and not as an agent, nominee, trustee or representative of any other person/entity and that the holder has not entered into any agreement or arrangement for the issuance of a back-to-back ODI against such Note, Warrant or Certificate;

Each holder of Notes, Warrants or Certificates and each beneficial owner of a Note, Warrant or a Certificate agrees and undertakes that:

(A) it will not, directly or indirectly, sell, transfer, assign, novate or otherwise dispose of this Warrant or any interest in this Warrant, or this Certificate or any interest in this Certificate or this Note or any interest in this Note to or for the benefit or account of any Restricted Entity;

(B) it will not, directly or indirectly, sell, transfer, assign, novate or otherwise dispose of this Warrant or any interest in this Warrant, or this Certificate or any interest in this Certificate or this Note or any interest in this Note to or for the benefit or account of any person/entity who is not an Eligible Entity;

(C) it consents to the provision by the Issuer to any Authority of any information in its possession regarding it and the Note, Warrants or Certificates or its interest in the Notes, Warrants or Certificates as the Issuer reasonably deems necessary or appropriate in order to comply with the regulations or requests of such Authority from time to time; and

(D) it will, at its option, either:

(I) provide to the Issuer such additional information as the Issuer reasonably deems necessary or appropriate in order to comply with regulations or requests of any Authority from time to time (the "**Additional Information**"); or(II) subject to such Authority accepting such direct provision, provide such Additional Information directly to such Authority and confirm to the Issuer that it has done so.

(E) it agrees that in the event of any non-compliance with, or breach, violation or contravention by the holder of any of the terms set out herein, the Issuer may notify any Authority of any such breach, violation or contravention and exercise any rights and take any measures available to prevent, avoid, mitigate, remedy or cure such non-compliance, breach, violation or contravention.

(F) it agrees that the Issuer may, to the extent required to comply with applicable laws, regulations, notifications, circulars, rules, guidelines, clarifications, directions, orders and/or decrees issued by a governmental or regulatory authority, unilaterally modify the restrictions set out herein after purchase of the Notes, Warrants and Certificates and notify the holder of the same;

(G) it undertakes to promptly notify the Issue should any of the warranties, agreements, undertakings and representations set out herein, are breached, change or no longer hold true;

This document has not been and will not be registered as a prospectus either with the Registrar of Companies or with any other regulatory authority in India, and the holder will not circulate or distribute this document or any other offering document or material relating to the Notes, Warrants or Certificates to any person in India.

**Ireland**

Any offer, sale, placement or underwriting of, or any other action in connection with, any Securities in or involving Ireland must be in conformity with the following:

(a) the provisions of the Prospectus (Directive 2003/71/EC) Regulations 2005 of Ireland (as amended) and the Prospectus (Directive 2003/71/EC) (Amendment) Regulations 2012 of Ireland;

(b) the provisions of the Companies Act2014 of Ireland;

(c) any rules issued under Section 51 of the Investment Funds, Companies and Miscellaneous Provisions Act 2005 of Ireland (as amended) by the Central Bank of Ireland;

(d) the Central Bank Acts 1942 to 2014 of Ireland (as amended) and any codes of conduct made under Section 117(1) of the Central Bank Act 1989 of Ireland (as amended);

(e) the provisions of the Market Abuse (Directive 2003/6/EC) Regulations 2005 of Ireland (as amended) and any rules made by the Central Bank of Ireland pursuant thereto, including any rules issued under Section 34 of the Investments Funds, Companies and Miscellaneous Provisions Act 2005 of Ireland; and

(f) the provisions of the European Communities (Markets in Financial Instruments) Regulations 2007 (Nos. 1 to 3) (as amended) including, without limitation, Regulations 7 and 152 thereof and any codes of conduct used in connection therewith and the provisions of the Investor Compensation Act 1998 of Ireland (as amended).

**Japan**

No Securities of any series have been or will be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "**FIEA**") and Securities may not be offered or sold directly or indirectly in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act of Japan (Act No. 228 of 1949, as amended) or to others for re offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

**Korea**

The Securities have not been and will not be registered with the Financial Services Commission of Korea for public offering in Korea under the Financial Investment Services and Capital Markets Act (the "**FSCMA**"). The Securities may not be offered, sold or delivered, directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law (the "**FETL**") and the decrees and regulations thereunder. The Securities may not be resold to Korean residents unless the purchaser of the Securities complies with all applicable regulatory requirements (including but not limited to government reporting requirements under the FETL and its subordinate decrees and regulations) in connection with the purchase of the Securities.

**Netherlands**

The securities as described in this prospectus may only be offered to Qualified Investors (as defined in the Prospectus Directive) unless such offer is made in accordance with the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).

Zero coupon Certificates and Notes in definitive bearer form on which interest does not become due and payable during their term but only at maturity (that qualify as savings certificates or *spaarbewijzen* as defined in the Dutch Savings Certificates Act or *Wet inzake spaarbewijzen*; the "**SCA**") 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 of Euronext Amsterdam N.V. with due observance of the provisions of the SCA and its implementing regulations (which include registration requirements). No such mediation is required, however, in respect of (i) the initial issue of such Certificates or Notes to the first holders thereof, (ii) the transfer and acceptance by individuals who do not act in the conduct of a profession or business, and (iii) the issue and trading of such Certificates or Notes if they are physically issued outside the Netherlands and are not immediately thereafter distributed in the Netherlands.

**Poland**

In addition to the rules applicable to the European Economic Area as described above, in connection with any private placement in the Republic of Poland ("**Poland**"), no permit has been obtained from the Polish Financial Supervisory Authority (the "**Polish FSA**") in relation to the issue of any Securities nor has the issue of any Securities been notified to the Polish FSA in accordance with applicable procedures. Accordingly, Securities may not be publicly offered in Poland, as defined in the Polish Act on Public Offerings and on the Conditions of Introducing Financial Instruments to an Organised Trading System and on Public Companies of 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 securities and the terms of their acquisition which is sufficient enough to enable an investor to decide on the securities' acquisition (a "**Polish Public Offering**"). Each holder of Securities, by the purchase of Securities, is deemed to confirm that it is aware that no such permit has been obtained nor such notification made.

Each holder of Securities is deemed to represent, that it has not offered, sold or delivered and shall not offer, sell or deliver the Securities in Poland in the manner defined as a Polish Public Offering as part of its initial distribution or otherwise to residents of Poland or in Poland. Each holder of Securities is deemed to acknowledge, that the acquisition and holding of the Securities by residents of Poland may be subject to restrictions imposed by Polish law (including foreign exchange regulations), and that offers and sales of Securities to Polish residents or in Poland in secondary trading may also be subject to restrictions.

**Portugal**

No offer of the Securities may be made in Portugal except under circumstances that will result in compliance with the rules concerning the marketing of such Securities and with the laws of Portugal generally.

In relation to Portugal, the Securities may not be offered to the public in Portugal, except that an offer of the Securities to the public in Portugal may be made:

(a) in the period beginning on the date of publication of a prospectus in relation to the Securities which has been approved by the Portuguese Securities Exchange Commission ("**Comissão do Mercado de Valores Mobiliários**", or the "**CMVM**") in accordance with the Prospectus Directive or, where appropriate, published in another Member State and notified to the CMVM all in accordance with Article 18 of the Prospectus Directive and ending on the date which is 12 months after the date of such publication;

(b) at any time to any entities who are considered as qualified investors according to article 30 of the Portuguese Securities Code ("**Código dos Valores Mobiliários**"); and

(c) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of the securities to the public" in relation to any Securities in Portugal means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe the securities and the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU) and includes any relevant implementing measures in Portugal.

**The People's Republic of China**

The Securities may not be offered, sold or delivered, or offered or sold or delivered to any person for reoffering or resale or redelivery, in any such case directly or indirectly, in the People's Republic of China (the "**PRC**") (excluding Hong Kong, Macau and Taiwan) in contravention of any applicable laws or (if the Securities are linked to A-Shares (as defined below)) to any Domestic Investor as defined in the Administrative Rules of Securities Accounts of China Securities Depository and Clearing Corporation Limited.

"**A-Share**" means shares of the companies incorporated in the PRC that are listed on either the Shanghai Stock Exchange or the Shenzhen Stock Exchange and quoted in Renminbi.

The term "**Domestic Investor**" is defined in the Administrative Rules of Securities Accounts of China Securities Depository and Clearing Corporation Limited and includes the following:

(a) PRC citizens resident in the PRC (excluding Hong Kong, Macau and Taiwan);

(b) PRC citizens resident outside the PRC who are not permanent residents of another country or permanent residents of Hong Kong, Macau or Taiwan; and

(c) Legal persons registered in the PRC (excluding Hong Kong, Macau and Taiwan).

"**Legal persons registered in the PRC**" excludes foreign entities incorporated or organised in other jurisdictions even though they may have an office (i.e. a branch) in the PRC.

"**PRC citizens**" used in the rules do not include persons who are permanent residents of Hong Kong, Macau or Taiwan.

"**Renminbi**" means the lawful currency of the PRC.

**Republic of Italy**

Unless it is specified within the relevant Final Terms that a non-exempt offer may be made in Italy, the offering of the Securities has not been registered pursuant to Italian securities legislation and, accordingly, no Securities may be offered, sold or delivered, nor may copies of the Base Prospectus (including the applicable Final Terms) or of any other document relating to the Securities be distributed in the Republic of Italy, except:

(a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**") and Article 34-ter, first paragraph, letter *b*) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time ("**Regulation No. 11971**"); or

(b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-*ter* of Regulation No. 11971.

Any offer, sale or delivery of the Securities or distribution of copies of the Base Prospectus (including the applicable Final Terms) or any other document relating to the Securities in the Republic of Italy under (a) or (b) above must be:

(i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Banking Act**"); and

(ii) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the Securities in the Republic of Italy; and

(iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or other Italian authority.

Please note that in accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies under (a) and (b) above, Securities which are initially offered and placed in Italy or abroad to qualified investors only but in the following year are regularly ("*sistematicamente*") distributed on the secondary market in Italy to non-qualified investors become subject to the public offer and the prospectus requirement rules provided under the Financial Services Act and Regulation No. 11971. Failure to comply with such rules may result in the sale of such Securities being declared null and void and in the liability of the intermediary transferring the Securities for any damages suffered by such non-qualified investors.

**Singapore**

This Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"). The Securities may not be offered or sold, nor may the Securities be the subject of an invitation for subscription or purchase, nor may this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the Securities be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to an offer referred to in Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Securities are acquired by persons who are relevant persons specified in Section 276 of the SFA, namely:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

the shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within 6 months after that corporation or that trust has acquired the Securities pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor (under Section 274 of the SFA) or to a relevant person as defined in Section 275(2) of the SFA, or any person pursuant to an offer referred to in Section 275(1A) of the SFA (in the case of that corporation) or arising from an offer referred to in Section 276(4)(i)(B) of the SFA (in the case of that trust);

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law; or

(4) as specified in Section 276(7) of the SFA.

**Spain**

In addition to the selling restrictions under the Prospectus Directive in relation to EEA Sates, as stated above, when the offer is addressed to qualified investors in the Kingdom of Spain, any offer sale or delivery of the Securities, must be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Kingdom of Spain in accordance with Law 24/1988, of 28 July, on the Spanish Securities Market.

**Sweden**

Any offer for subscription or purchase or invitations to subscribe for or buy or sell any Securities or distribution of any draft or final document in relation to any such offer, invitation or sale in Sweden will only be made in circumstances which will not result in a requirement to prepare a prospectus pursuant to the provisions of the Swedish Financial Instruments Trading Act (Sw. Lag (1991:980) om handel med finansiella instrument).

**Taiwan**

The Securities may not be sold offered or issued to Taiwan resident investors or in Taiwan unless they are made available, (i) outside Taiwan for purchase by such investors outside Taiwan so long as no solicitation or other activities take place (A) in Taiwan or (B) otherwise in violation of any applicable Taiwan law or regulation and/or (ii) in Taiwan through bank trust departments, licensed securities brokers and/or insurance company investment linked insurance policies pursuant to the Taiwan Rules Governing Offshore Structured Products under which rules the Securities have been registered in Taiwan.

**Thailand**

This Base Prospectus has not been approved by or filed with the Securities and Exchange Commission or any other regulatory authority of the Kingdom of Thailand. Accordingly, the Securities may not be offered or sold, or this Base Prospectus or any other documents relating to the offer of the Securities be distributed, directly or indirectly, to any person in Thailand except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the Thai government and regulatory authorities in effect at the relevant time.

**United Kingdom**

Securities issued by BNPP B.V. or BP2F which have a maturity of less than one year will not be offered or sold other than 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 where the issue of the Securities would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") by BNPP B.V. or BP2F.

An invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) may only be communicated or caused to be communicated and will only communicate or cause to be communicated in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA does not or, in the case of BNPP, would not, if it was not an authorised person, apply to the relevant Issuer or the relevant Guarantor (if applicable).

All applicable provisions of the FSMA must be complied with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

## GENERAL INFORMATION

1. Authorisation

The establishment of the Programme was approved by resolutions of the Board of Directors of BNPP B.V. dated 8 May 2003. The update of the Programme and the issue of Securities under the Programme were approved by (i) resolutions of the Board of Directors of BNPP B.V. dated 4 June 2015, (ii) circular resolutions of the Board of Directors of BP2F dated on or about 8 June 2015, and (iii) resolutions of the Management Board of BGL dated 8 May 2015 and the Board of Directors of BGL dated 15 March 2013. The update of the Programme and the giving of the Guarantees was approved by resolutions of the Executive Board of BNPPF passed on 21 May 2015. No authorisation procedures are required of BNPP by French law for the update of the Programme or the giving of the Guarantees. The issue of Certificates issued by BNPP under the Programme is authorised pursuant to the Board resolution dated 13 May 2015.

2. Approval and Listing

This Base Prospectus has received visa n°15-262 on 9 June 2015 from the **AMF**.

Application has also been made to Euronext Paris for Securities issued under the Programme to be admitted to trading on Euronext Paris and to admit the Securities for trading described herein on the regulated market of Euronext Paris and to be listed on Euronext Paris and application may be made to list Securities on other stock exchanges as set out in the applicable Final Terms and, if relevant, the applicable Final Terms will include information on the relevant Market segment of the stock exchange on which the securities are to be listed.

3. Notification

Each Issuer may request the AMF to provide the competent authority of any EEA State with a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with Article 212-2 of its *Règlement Général*.

4. Documents Available

From the date hereof and so long as Securities are capable of being issued under the Programme, copies of the following documents will, when published, be available for inspection at the specified office for the time being in Luxembourg of BNP Paribas Securities Services, Luxembourg Branch and at the specified office for the time being in Paris of BNP Paribas Arbitrage S.N.C.:

(i) copies of the Statuts of BNPP;

(ii) copies of the constitutional documents of BNPP B.V., BNP Paribas, BP2F, BNPPF and BGL;

(iii) the audited annual consolidated financial statements of BNPP for the years ended 31 December 2013 and 31 December 2014;

(iv) the audited annual non-consolidated financial statements of BNPP B.V. for the years ended 31 December 2013 and 31 December 2014 (BNPP B.V. does not produce consolidated annual reports);

(v) the latest audited annual consolidated financial statements of BNPPF for the years ended 31 December 2013 and 31 December 2014 together with any explanatory notes and independent auditors' or, as the case may be, statutory auditors' report accompanying such financial statements or annual accounts;

(vi) the latest audited annual accounts of BP2F for the years ended 31 December 2013 and 31 December 2014 together with any explanatory notes and independent auditors' or, as the case may be, statutory auditors' report accompanying such financial statements or annual accounts;

(vii) the cash flow statements of BP2F for the years ended 31 December 2013 and 31 December 2014 and the audit report thereon issued by Deloitte Société à responsabilité limitée as independent auditor (*réviseur d'enterprises*) and as approved independent auditor (*réviseur d'enterprises agréé*);

(viii) the Annual Report of BGL for the year ended 31 December 2013 (in French and in English) and the Annual Report of BGL for the year ended 31 December 2014 (in French and in English);

(ix) the most recently published audited annual consolidated financial statements and unaudited semi-annual consolidated financial statements and quarterly results of BNPP;

(x) the most recently published unaudited semi-annual interim non-consolidated financial statements of BNPP B.V. (BNPP B.V. does not produce consolidated annual reports);

(xi) copies of the Guarantees;

(xii) the Deed of Covenant and Note Agency Agreement (which includes the forms of the Global Notes and the definitive Notes, the Receipts, the Coupons and the Talons);

(xiii) the Agency Agreement (which contains the forms of the English Law Global Securities), a Spanish agency agreement between BNPP B.V., BNP Paribas Securities Services S.A. and BNP Paribas Securities Services, Branch in Spain dated on or about 28 June 2013;

(xiv) this Base Prospectus;

(xv) the BNPP 2013 Registration Document;

(xvi) the BNPP 2014 Registration Document; and

(xvii) the First Update to the BNPP 2014 Registration Document.

In the case of (iii), (ix), (xv), (xvi) and (xvii) above, the documents are also available via BNPP's website: "www.invest.bnpparibas.com". In addition, copies of this Base Prospectus and any documents incorporated by reference in this Base Prospectus are available via BNPP's website: (https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx).

In addition, the constitutional documents of BP2F, the Note Agency Agreement, the Agency Agreement, the BNPPF Guarantees and the documents listed at (v), (vi) and (vii), above are available at the registered office of BP2F, the constitutional documents of BNPPF, the Note Agency Agreement, the Agency Agreement, the BNPPF Guarantees and the documents listed at (v) and (xii) above are available at the registered office of BNPPF and the constitutional documents of BGL, the Note Agency Agreement, the Agency Agreement and the documents listed at (viii) above are available at the registered office of BGL. The Swedish Agency Agreement and the BNPP English Law W&C Guarantee will be available for inspection at the office of the Swedish Security Agency. The Finnish Agency Agreement and the BNPP English Law W&C Guarantee will be available for inspection at the office of the Finnish Security Agency specified in the applicable Final Terms. The Danish Agency Agreement and the BNPP English Law W&C Guarantee will be available for inspection at the office of the Danish Security Agency specified in the applicable Final Terms. Copies of the Euroclear Agreement and the BNPP English Law W&C Guarantee will be available from the specified office of the Euroclear Registrar.

5. Material Adverse Change

There has been no material adverse change in the prospects of BNPP or the Group since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published.

There has been no material adverse change in the prospects of BNPP B.V. since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published).

There has been no material adverse change in the prospects of BP2F since 31 December 2014.

There has been no material adverse change in the prospects of BNPPF since 31 December 2014.

There has been no material adverse change in the prospects of BGL since 31 December 2014.

6. Legal and Arbitration Proceedings

Save as disclosed on pages 167, 168, 219 and 220 of the BNPP 2014 Registration Document, there have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which BNPP is aware), during the period covering at least the twelve (12) months prior to the date of this Base Prospectus which may have, or have had in the recent past, significant effects on BNPP and/or the Group's financial position or profitability.

Save as disclosed in the section "Risk Factors relating to BNPPF" and under the "Description of BNPPF" in this Base Prospectus, and under Note 8.m. (*Contingent assets and liabilities*) on pages 213 to 215 of the 2014 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 the date of 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.

There have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which BNPP B.V. is aware) during a period covering 12 months prior to the date of this Base Prospectus which may have, or have had in the recent past significant effects on BNPP B.V.'s financial position or profitability.

There have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which BGL is aware) during a period covering 12 months prior to the date of this Base Prospectus which may have, or have had in the recent past significant effects on BGL's financial position or profitability.

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.

7. Significant Change

There has been no significant change in the financial or trading position of BNPP or the BNPP Group since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published).

There has been no significant change in the financial or trading position of BNPP B.V. since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published).

There has been no significant change in the financial or trading position of BP2F since 31 December 2014 (being the end of the last financial period for which audited financial statements have been published).

There has been no significant change in the financial or trading position of BNPPF since 31 December 2014.

There has been no significant change in the financial or trading position of BGL since 31 December 2014.

8. Material Contracts

Neither BNPP B.V. nor BNPP has entered into contracts outside the ordinary course of its respective business, which could result in the relevant Issuer being under an obligation or entitlement that is material to such Issuer's ability to meet its obligation to holders of Securities in respect of the Securities being issued.

BNPPF has not entered into contracts outside the ordinary course of its business, which could result in BNPPF being under an obligation or entitlement that is material to its ability to meet its obligation to holders of Securities in respect of the Securities being issued.

No material contracts have been entered into in the ordinary course of BP2F's business which could result in BP2F being under an obligation or entitlement that is material to BP2F's ability to meet its obligation to holders of Securities.

BGL has not entered into any material contracts outside the scope of its ordinary course of business which could result in BGL being under an obligation or entitlement that is material to BGL's ability to meet its obligation to holders of Securities.

9. Third Party Information

Information contained in this Base Prospectus which is sourced from a third party has been accurately reproduced and, as far as the relevant Issuer is aware and is able to ascertain from information published by the relevant third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The relevant Issuer has also identified the source(s) of such information.

10. Board of Directors

The members of the Board of Directors of BNPP are displayed on pages 30 to 45 of the BNPP 2014 Registration Document relating to BNPP which is incorporated by reference herein.

The "Description of BNPP B.V." above includes details of the Management Board of BNPP B.V.

The "Description of BP2F" above includes details of the members of the Board of Directors of BP2F.

The "Description of BNPPF" above includes details of the members of the Board of Directors of BNPPF.

The "Description of BGL" above includes details of the members of the Board of Directors of BGL.

11. Conflicts of Interests

To the knowledge of BNPP, the duties owed by the members of the Board of Directors of BNPP do not give rise to any potential conflicts of interests with such members' private interests or other duties.

The Management Board of BNPP B.V. does not have potential conflicts of interests, material to the issue of Securities, between any duties to BNPP B.V. and its interests or other duties.

Aside from the matter mentioned on pages 235-236 of the BNPPF Annual Report 2014 (incorporated by reference into the Base Prospectus), being the "Indemnification of Directors-Conflict of Interest" and

"Remuneration and benefits awarded to the BNP Paribas Fortis Executive Directors" which were decisions of respectively, a meeting held on 10 July 2014 and of the Board of Directors of 20 March 2014, to the best of BNPPF's knowledge, no conflicts of interest exist between any duties to BNPPF of the persons set out in the "Description of BNPPF" above and their private interests and/or duties disclosed in the "Description of BNPPF" above. However, functional conflicts of interest may exist due to roles held by these persons in other affiliates of BNPPF.

No conflicts of interest exist between any duties to BP2F of the members of the Board of Directors of BP2F and their private interests. However, functional conflicts of interests may exist for the member of the Board of Directors of BP2F due to the roles held by these persons in other affiliates of BP2F.

No conflicts of interest exist between any duties to BGL of the Board of Directors or the Management Board of BGL and their private interests and/or other duties.

12. Auditors

*BNPP*

The statutory auditors (*Commissaires aux comptes*) of BNPP are currently the following:

Deloitte & Associés was appointed as Statutory Auditor at the Annual General Meeting of 23 May 2012 for a six-year period expiring at the close of the Annual General Meeting called in 2018 to approve the financial statements for the year ending 31 December 2017. The firm was first appointed at the Annual General Meeting of 23 May 2006.

Deloitte & Associés is represented by Damien Leurent.

*Deputy*:

BEAS, 195, avenue Charles de Gaulle, Neuilly-sur-Seine (92), France, SIREN No. 315 172 445, Nanterre trade and companies register.

PricewaterhouseCoopers Audit was appointed as Statutory Auditor at the Annual General Meeting of 23 May 2012 for a six-year period expiring at the close of the Annual General Meeting called in 2018 to approve the financial statements for the year ending 31 December 2017. The firm was first appointed at the Annual General Meeting of 26 May 1994.

PricewaterhouseCoopers Audit is represented by Etienne Boris.

*Deputy:*

Anik Chaumartin, 63, Rue de Villiers, Neuilly-sur-Seine (92), France.

Mazars was appointed as Statutory Auditor at the Annual General Meeting of 23 May 2012 for a six-year period expiring at the close of the Annual General Meeting called in 2018 to approve the financial statements for the year ending 31 December 2017. The firm was first appointed at the Annual General Meeting of 23 May 2000.

Mazars is represented by Hervé Hélias.

*Deputy*:

Michel Barbet-Massin, 61 Rue Henri-Regnault, Courbevoie (92), France.

Deloitte & Associés, PricewaterhouseCoopers Audit, and Mazars are registered as Statutory Auditors with the Versailles Regional Association of Statutory Auditors, under the authority of the French National Accounting Oversight Board (*Haut Conseil du Commissariat aux Comptes*).

In June 2012 Mazars Paardekooper Hoffman Accountants N.V. were appointed as the auditors of BNPP B.V. Mazars Paardekooper Hoffman Accountants N.V. are independent public accountants in the Netherlands registered with NBA (*Nederlandse Beroepsorganisatie van Accountants*).

The address of Mazars Paardekooper Hoffman Accountants N.V. is Delflandlaan 1, 1062 EA Amsterdam

*BNPPF*

The financial statements for the year ending 31 December 2013 of BNPPF have been audited by PricewaterhouseCoopers Reviseurs d'Entreprises S.C.C.R.L., represented by Roland Jeanquart, 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 Philip Maeyaert and Frank Verhaegen, Partners, Berkenlaan 8b, 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 26 March 2014. All are members of the *Instituut der Bedrijfsrevisoren/Institut des Reviseurs d'Enterprises*.

The financial statements for the year ending 31 December 2014 of BNPPF have been audited by PricewaterhouseCoopers Reviseurs d'Entreprises S.C.C.R.L., represented by Roland Jeanquart, 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 Philip Maeyaert and Frank Verhaegen, Partners, Berkenlaan 8b, 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 31 March 2015. All are members of the *Instituut der Bedrijfsrevisoren/Institut des Reviseurs d'Enterprises*.

As a consequence of mandatory rotation rules regarding the representatives of the auditors, new representatives have been appointed by the shareholders meeting of BNPPF held in April 2015. The current representative of PricewaterhouseCoopers Reviseurs d'Entreprises S.C.C.R.L. is Damien Walgrave, and the current representatives of Deloitte Reviseurs d'Entreprises SC sous forme d'une S.C.R.L. are Yves Dehogne and Bernard De Meulemeester.

*BP2F*

The annual accounts of BP2F for the year ended 31 December 2013 have been audited without qualification by Deloitte 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 annual accounts of BP2F for the year ended 31 December 2014 have been audited without qualification by Deloitte 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 cash flow statements of BP2F for the years ended 31 December 2013 and 31 December 2014 have been audited by Deloitte 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 Réviseursd'Entreprises.

*BNPP B.V.*

The financial statements of BNPP B.V. for the years ending 31 December 2013 and 31 December 2014 have been audited without qualification by Mazars Paardekooper Hoffman Accountants N.V.

*BGL*

The financial statements of BGL for the years ending 31 December 2013 and 31 December 2014 have been audited without qualification by PricewaterhouseCoopers, Société coopérative (formerly PricewaterhouseCoopers S.à r.l.), 2, rue Gerhard Mercator, B.P, 1443, L-1014 Luxembourg who are members of the Institut des Réviseurs d'Entreprises, Luxembourg.

1. Clearing Systems

The English Law Securities represented by a Global Security have been accepted for clearance through Clearstream, Luxembourg, Euroclear, Clearstream, Frankfurt and Monte Titoli. The appropriate CUSIP, common code, ISIN and other relevant code for each issue of English Law Securities represented by a Global Security allocated by DTC, Clearstream, Luxembourg, Euroclear and Monte Titoli will be specified in the applicable Final Terms.

English Law securities represented by a Global Security which are to be listed in a regulated market in Spain shall be accepted for clearance through Iberclear.

CREST Dematerialised Securities will be issued and held in uncertificated form in accordance with the Uncertificated Securities Regulations 2001, including any modification or re-enactment thereof from time to time. Title to CREST Dematerialised Securities is recorded on the relevant operator register of eligible debt securities. The Operator is Euroclear UK & Ireland Limited.

The French Law Securities shall be accepted for clearance through Euroclear France, Euroclear and/or Clearstream, Luxembourg.

Swedish Dematerialised Securities will be accepted for clearing and registration in the Euroclear Sweden System.

Finnish Dematerialised Securities will be accepted for clearing and registration in the Euroclear Finland System.

Italian Dematerialised Securities and Italian Dematerialised Notes will be accepted for clearance in Monte Titoli. Italian Dematerialised Notes will be in bearer form (*al portatore*) and held in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli (with registered office and principal place of business at Piazza degli Affari 6, 20123 Milan, Italy).

Danish Dematerialised Securities will be accepted for clearing and registration in the VP Denmark System.

If the Securities of any series are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Clearstream, Luxembourg is 42 avenue JF Kennedy, L-1855 Luxembourg.

The address of Euroclear Bank is 1 Boulevard du Roi Albert II B-1210 Brussels.

The address of Euroclear UK & Ireland Limited is 33 Cannon Street, London EC4M 5SB.

The address of Euroclear France is 113 rue Réaumur, F-75081 Paris-CEDEX 02.

The address of Euroclear Finland is Urho Kekkosen katu 5C, PO Box 1110, 00101 Helsinki, Finland.

The address of Euroclear Sweden is Box 7822, SE-103 97 Stockholm.

The address of Monte Titoli is Piazza degli Affari, 6, 20123 Milano.

The address of Iberclear is Plaza de la Lealtad, 28014 Madrid.

The address of Clearstream, Frankfurt is Mergenthalerallee 61, 65760 Eschborn, Germany

The address of VP Denmark is Weidekampsgade 14, P.O. Box 4040, 2300 Copenhagen S, Denmark.

14. Post-issuance information

Save as set out in the applicable Final Terms, the relevant Issuer will not provide post-issuance information in relation to any underlying in relation to any issue of Securities.

15. Yield

In relation to any Tranche of Fixed Rate Notes or Fixed Rate Certificates, an indication of the yield (or, gross yield) in respect of such Notes or Certificates will be specified in the applicable Final Terms. The yield is calculated at the Issue Date on the basis of the Issue Price and on the assumption that the Securities are not subject to early cancellation or, if applicable, no Credit Event occurs. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes or Certificates and will not be an indication of future yield.

16. Dependence of BNPP upon other members of the BNPP Group

Subject to the following paragraph, BNPP is not dependent upon other members of the BNPP Group.

In April 2004, BNPP began outsourcing IT Infrastructure Management Services to the BNP Paribas Partners for Innovation (BP²I) joint venture set up with IBM France at the end of 2003. BP²I provides IT Infrastructure Management Services for BNPP and several BNPP subsidiaries in France (including BNP Paribas Personal Finance, BP2S, and BNP Paribas Cardif), Switzerland, and Italy. In mid-December 2011 BNPP renewed its agreement with IBM France for a period lasting until end-2017. At the end of 2012, the parties entered into an agreement to gradually extend this arrangement to BNP Paribas Fortis as from 2013.

BP²I is under the operational control of IBM France. BNP Paribas has a strong influence over this entity, which is 50/50 owned with IBM France. The BNP Paribas staff made available to BP²I make up half of that entity's permanent staff, its buildings and processing centres are the property of the Group, and the governance in place provides BNP Paribas with the contractual right to monitor the entity and bring it back into the Group if necessary.

ISFS, a fully-owned IBM subsidiary, handles IT Infrastructure Management for BNPP Luxembourg.

BancWest's data processing operations are outsourced to Fidelity Information Services. Cofinoga France's data processing is outsourced to SDDC, a fully-owned IBM subsidiary.

17. Buy-back Provisions in respect of French law governed Certificates

The buy-back provisions described in this Section 17 relate only to French law governed Certificates.

If so provided in the relevant Final Terms, BNP Paribas Arbitrage S.N.C. undertakes, subject to normal market conditions prevailing at such time and pursuant to a market making agreement entered into between BNPP

B.V. and BNP Paribas Arbitrage S.N.C. on 11 April 2014, to purchase Certificates from each Holder upon request from such Holder on the following conditions:

a) if so specified in the relevant Final Terms, each request shall be for a minimum number of Certificates (the **Minimum Size**) specified in the relevant Final Terms and multiples of 1 Certificate thereafter;

b) if so specified in the relevant Final Terms, each request shall be for a maximum number of Certificates (the **Maximum Size**) specified in the relevant Final Terms and multiples of 1 Certificate thereafter;

c) each Holder must notify BNP Paribas Arbitrage S.N.C. in writing or by telephone to be confirmed in writing to the contact details specified below no later than 12.00 a.m. Central European Time on a relevant day (the **Buy-back Transaction Date**) of its intention to sell and its request to BNP Paribas Arbitrage S.N.C. to purchase a specified number of Certificates subject to the Minimum Size and/or the Maximum Size, if any; and

d) BNP Paribas Arbitrage S.N.C. will pay the Purchase Price of the relevant Certificates (the **Purchase Price**) to the relevant Holder against delivery of such Certificates on the date specified in the relevant Final Terms (the **Buy-back Settlement Date**).

Except as otherwise specified in the relevant Final Terms, the contact details of BNP Paribas Arbitrage S.N.C. are:

| | |
|---|---|
| Email: | eqd.secondary@bnpparibas.com |
| Bloomberg mail: | BNPP SECONDARY |
| Paris – telephone number: | +33 1 4014 9405 |
| London – telephone number: | +44 207 595 3950 |

The Purchase Price of the Certificates will be determined by BNP Paribas Arbitrage S.N.C. acting in good faith and in a commercially reasonable manner in accordance with the formula specified in the relevant Final Terms.

As at the date of this Base Prospectus (as supplemented from time to time), it is expected that the formula used by BNP Paribas Arbitrage S.N.C. to determine the Purchase Price in relation to Certificates linked to a Custom Index will be that set out below, although an alternative formula may be specified in the applicable Final Terms:

$$N \times \left(\frac{\text{Index}_t}{\text{Index}_{\text{Initial}}} - \text{Percentage}\right) \times \prod_{t=1}^{x}\left(1 - (MF + AF) \times \frac{\text{Act}_{(t,t-1)}}{360}\right)$$

**$\text{Act}_{(t,\ t-1)}$** is the number of calendar days from, but excluding, Custom Index Business Day (t-1) to, and including, Custom Index Business Day (t).

*Index*$_t$ is the Settlement Price of the relevant Custom Index at the Buy-back Transaction Date. For the purposes of this formula only, the Buy-back Transaction Date will be deemed to be an Observation Date.

*Index* $_{Initial}$ is the Settlement Price of the relevant Custom Index on the Strike Date.

**x** is the total number of Custom Index Business Days from and including the Strike Date to and including the relevant Buy-back Transaction Date.

**AF** means the adjustment factor corresponding to the cost of hedging and, where applicable, the cost of licence fees specified in the relevant Final Terms. If these costs increase due to prevailing market conditions AF may be adjusted to take into account such increases, by an amount calculated by BNP Paribas Arbitrage S.N.C.

acting in a commercially reasonable manner. In such case AF will be displayed on the Reuters page BNPPETC or any successor pages thereto, and on any other data provider as BNP Paribas Arbitrage S.N.C. deems appropriate. The maximum AF shall be specified in the relevant Final terms (**Maximum AF**).

**MF** means the management fee deducted by the Issuer specified in the relevant Final Terms.

**N** means the Notional Amount of each Certificate.

**Percentage** means the percentage specified in the relevant Final Terms.

Terms used in the above formula or definitions but not defined in this Section 17 will have the meanings given to them in the applicable Final Terms.

18. Capitalization of BNPP and the BNP Paribas Group

| Millions of Euros | **BNP PARIBAS GROUP** 31 December 2013 | **BNP PARIBAS GROUP** 31 December 2014 | **BNP PARIBAS GROUP** 31 March 2015 |
|---|---|---|---|
| Medium-and Long Term Debt of which unexpired term to maturity is more than one year | | | |
| Debt securities at fair value through profit or lost | 33,567 | 38,876 | 40,192 |
| Other debt securities | 75,605 | 74,322 | 73,726 |
| Subordinated debt | 8,939 | 10,746 | 11,831 |
| **Total Medium and Long-Term Debt.....** | **118,111** | **123,944** | **125,750** |
| Shareholders' Equity and Equivalents | | | |
| Issued Capital ..... | 2,490 | 2,492 | 2,492 |
| Additional paid-in capital..... | 24,322 | 24,479 | 24,220 |
| Preferred shares and equivalent instruments…….. | 6,614 | 6,589 | 6,599 |
| Retained earnings ..... | 50,366 | 47,895 | 48,696 |
| Unrealised or deferred gains and losses attributable to shareholders | 1,935 | 6,091 | 9,342 |
| Undated participating subordinated notes .... | 222 | 222 | 222 |
| Undated Subordinated FRNs..... | 1,737 | 1,849 | 1,878 |
| **Total Shareholders' Equity and Equivalents** | **87,686** | **89,617** | **93,449** |
| Minority Interest..... | 3,490 | 4,141 | 4,070 |
| **Total Capitalization** | **209,287** | **217,702** | **223,269** |

**PROGRAMME SUMMARY IN RELATION TO THIS BASE PROSPECTUS (IN FRENCH)**

## RÉSUMÉ DU PROGRAMME

*Les résumés sont établis sur la base des éléments d'informations (ci-après les "**Eléments**") présentés dans les sections A à E (A.1 à E.7) ci- dessous. Le présent résumé contient tous les Eléments requis pour ce type de Titres, d'Emetteurs et de Garants. Dans la mesure où certains Eléments ne sont pas requis, des écarts dans la numérotation des Eléments présentés peuvent être constatés. Par ailleurs, pour certains des Eléments requis pour ce type de Titres, d'Emetteur et de Garant(s), il est possible qu'aucune information pertinente ne puisse être fournie au titre de cet Elément. Dans ce cas, une brève description de l'Elément concerné est présentée dans le Résumé et est accompagnée de la mention « Sans objet ».*

**Section A - Introduction et avertissements**

| Elément | Description de l'Elément | |
|---|---|---|
| **A.1** | Avertissement général selon lequel le résumé doit être lu comme une introduction et disposition relatives aux actions en justice | • Le présent résumé doit être lu comme une introduction au Prospectus de Base et aux Conditions Définitives applicables. Dans ce résumé, sauf précision contraire et à l'exception de l'utilisation qui en est faite au premier paragraphe de l'Elément D.3, "Prospectus de Base" signifie le Prospectus de Base de BNPP B.V., BNPP, BP2F, BNPPF et BGL, en date du 9 juin 2015 tel que modifié ou complété à tout moment par des suppléments. Au premier paragraphe de l'Elément D.3, "Prospectus de Base" signifie le Prospectus de Base de BNPP B.V., BNPP, BP2F, BNPPF et BGL en date du 9 juin 2015.<br>• **Toute décision d'investir dans les Titres concernés doit être fondée sur un examen exhaustif du Prospectus de Base dans son ensemble, y compris tous documents incorporés par référence et les Conditions Définitives applicables.**<br>• **Lorsqu'une action concernant l'information contenue dans le Prospectus de Base et les Conditions Définitives applicables est intentée devant un tribunal d'un Etat Membre de l'Espace Economique Européen, l'investisseur plaignant peut, selon la législation nationale de l'État Membre où l'action est intentée, avoir à supporter les frais de traduction de ce Prospectus de Base et des Conditions Définitives applicables avant le début de la procédure judiciaire.**<br>• **Aucune responsabilité civile ne sera recherchée auprès de l'Emetteur ou du Garant (le cas échéant) dans cet Etat Membre sur la seule base du présent résumé, y compris sa traduction, à moins que le contenu du résumé ne soit jugé trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base et des Conditions Définitives applicables, ou, une fois les dispositions de la Directive 2010/73/UE transposées dans cet Etat Membre, à moins qu'il ne fournisse pas, lu en combinaison avec les autres parties du** |

| Elément | Description de l'Elément | |
|---|---|---|
| | | **Prospectus de Base et des Conditions Définitives applicables, les informations clés (telles que définies à l'Article 2.1(s) de la Directive Prospectus) permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans les Titres.** |
| **A.2** | Consentement à l'utilisation du Prospectus de Base, période de validité et autres conditions y afférentes | Certaines émissions de Titres d'une valeur nominale (ou, dans le cas de Titres W&C, d'un prix d'émission) inférieur(e) à 100.000 EUR (ou l'équivalent dans toute autre devise) peuvent être offertes dans des circonstances où il n'existe aucune exemption à l'obligation de publier un prospectus en vertu de la Directive Prospectus. Une telle offre est désignée comme une "**Offre Non-exemptée**". Sous réserve des conditions mentionnées ci-dessous, l'Emetteur consent à l'utilisation du présent Prospectus de Base pour les besoins de la présentation d'une Offre Non-exemptée de Titres par les Agents Placeurs, tout intermédiaire désigné comme un Offreur Autorisé dans les Conditions Définitives applicables et tout intermédiaire financier dont le nom est publié sur le site Internet de BNPP (https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx) (en cas de Titres émis par BNPP ou BNPP B.V.), sur le site Internet de BGL (www.bgl.lu) (en cas de Titres émis par BGL), ou sur le site Internet de BP2F (www.bp2f.lu) et le site Internet de BNPPF (www.bnpparibasfortis.be/emissions) (en cas de Titres émis par BP2F) qui est identifié comme un Offreur Autorisé au titre de l'Offre Non-exemptée concernée ainsi que (si « Consentement Général » est spécifié dans les Conditions Définitives applicables) tout intermédiaire financier qui est habilité à faire de telles offres en vertu de la législation applicable transposant la Directive concernant les marchés d'instruments financiers (Directive 2004/39/CE), à condition que l'intermédiaire financier en question publie sur son site Internet la déclaration suivante (les passages entre crochets devant être complétés par les informations pertinentes) :<br><br>*"Nous, [indiquer la dénomination de l'intermédiaire financier], nous référons à l'offre des [indiquer l'intitulé des Titres concernés] (les "**Titres**") décrits dans les Conditions Définitives en date du [indiquer la date] (les "**Conditions Définitives**") publiées par [ ] (l'"**Emetteur**"). En considération de l'offre faite par l'Emetteur de consentir à notre utilisation du Prospectus de Base (tel que défini dans les Conditions Définitives) en relation avec l'offre des Titres dans les Juridictions d'Offre Non-exemptée spécifiées dans les Conditions Définitives applicables durant la Période d'Offre et sous réserve des autres conditions auxquelles ce consentement est soumis, telles qu'elles sont chacune définies dans le Prospectus de Base, nous acceptons par les présentes l'offre faite par l'Emetteur conformément aux Conditions de l'Offre Autorisée (telles que précisées dans le Prospectus de Base) et confirmons que nous utilisons le Prospectus de Base en conséquence."*<br><br>*Période d'Offre :* Le consentement de l'Emetteur visé ci-dessus est donné pour des Offres Non-exemptées de Titres pendant la Période d'Offre spécifiée dans les Conditions Définitives applicables. |

| Elément | Description de l'Elément | |
|---|---|---|
| | | *Conditions du consentement :* Les conditions du consentement de l'Emetteur (outre les conditions visées ci-dessus) sont telles que ce consentement (a) n'est valable que pendant la Période d'Offre spécifiée dans les Conditions Définitives applicables ; et (b) ne porte que sur l'utilisation de ce Prospectus de Base pour faire des Offres Non-exemptées de la Tranche de Titres concernée dans les Juridictions d'Offre Non-exemptée spécifiées dans les Conditions Définitives applicables.<br><br>**UN INVESTISSEUR QUI A L'INTENTION D'ACHETER OU QUI ACHETE DES TITRES DANS UNE OFFRE NON-EXEMPTÉE AUPRÈS D'UN OFFREUR AUTORISÉ LE FERA, ET LES OFFRES ET VENTES DE TELS TITRES À UN INVESTISSEUR PAR CET OFFREUR AUTORISÉ SE FERONT, CONFORMÉMENT AUX TERMES ET CONDITIONS DE L'OFFRE EN PLACE ENTRE CET OFFREUR AUTORISÉ ET L'INVESTISSEUR EN QUESTION, NOTAMMENT EN CE QUI CONCERNE LES ARRANGEMENTS CONCERNANT LE PRIX, LES ALLOCATIONS, LES DEPENSES ET LE RÈGLEMENT. LES INFORMATIONS ADEQUATES SERONT ADRESSEES PAR L'OFFREUR AUTORISÉ AU MOMENT DE CETTE OFFRE.** |

**Section B - Emetteurs et Garants**

| Elément | Description de l'Elément | |
|---|---|---|
| **B.1** | Raison sociale et nom commercial de l'Emetteur | Les Titres peuvent être émis en vertu du Programme par BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**"), BNP Paribas ("**BNPP**" ou la "**Banque**") (uniquement en ce qui concerne les émissions de Titres W&C)), BGL BNP Paribas ("**BGL**") ou BNP Paribas Fortis Funding ("**BP2F**", chacun de BP2F, BNPP B.V., BNPP et BGL étant ci-après dénommé : l'"**Emetteur**"). |
| **B.2** | Domicile/ forme juridique/ législation/ pays de constitution | • BNPP B.V. a été constitué aux Pays-Bas sous la forme d'une société non cotée en bourse à responsabilité limitée de droit néerlandais, et son siège social est situé Herengracht 537, 1017 BV Amsterdam, Pays-Bas ;<br><br>• BNPP a été constitué en France sous la forme d'une société anonyme de droit français et agréé en qualité de banque, dont le siège social est situé 16, boulevard des Italiens – 75009 Paris, France ;<br><br>• BGL a été constitué au Grand-Duché de Luxembourg sous la forme d'une société à responsabilité limitée de droit luxembourgeois, et son |

| Elément | Description de l'Elément | |
|---|---|---|
| | | siège social est situé 50 avenue J.F. Kennedy, L-2951 Luxembourg, Grand-Duché de Luxembourg ; et<br><br>• BP2F a été constitué au Grand-Duché de Luxembourg sous la forme d'une société anonyme de droit luxembourgeois, et son siège social est situé 19, rue Eugène Ruppert, L-2453 Luxembourg, Grand-Duché de Luxembourg. |
| **B.4b** | Informations sur les tendances | *Concernant BNPP :*<br><br>**Conditions macroéconomiques.**<br><br>L'environnement macroéconomique et de marché affecte les résultats de BNPP. Compte tenu de la nature de son activité, BNPP est particulièrement sensible aux conditions macroéconomiques et de marché en Europe, qui ont connu des perturbations au cours des dernières années.<br><br>En 2014, l'économie mondiale a lentement poursuivi son redressement mais certaines incertitudes demeurent, en particulier en Europe où la performance économique a été plus faible que les prévisions au second semestre 2014. Les prévisions économiques du FMI et de l'OCDE[1] pour l'année 2015 prévoient la poursuite d'une croissance modérée pour les économies développées mais avec des divergences entre les pays, y compris dans la zone euro, où les prévisions de croissance restent faibles dans certains pays (notamment en France et en Italie). Les prévisions sont similaires pour les marchés émergents (à savoir, une croissance modérée avec des zones de fragilité). Les risques de court terme pesant sur la croissance économique soulignés par le FMI incluent des tensions géopolitiques plus importantes et une volatilité accrue des marchés financiers; les risques de moyen terme soulignés incluent quant à eux une croissance faible ou une stagnation dans les pays développés. Dans la zone euro, le risque déflationniste, toujours présent, a néanmoins été réduit par l'annonce de mesures non conventionnelles de la BCE.<br><br>***Législation et Réglementations Applicables aux Institutions Financières.***<br><br>La législation et les réglementations applicables aux institutions financières qui ont un impact sur BNPP connaissent une évolution significative. Les mesures qui ont été proposées et/ou adoptées au cours des dernières années comprennent des exigences plus strictes en matière de capital et de liquidité (notamment pour les grands groupes bancaires tels que le Groupe BNPP), des taxes sur les transactions financières, des restrictions et des taxes sur la rémunération des salariés, des limitations aux activités bancaires commerciales et la séparation au sein de filiales dédiées, voire l'interdiction, |

[1] Voir notamment : International Monetary Fund. World Economic Outlook (WEO) Update, January 2015 : Gross Currents ; International Monetary Fund. 2014 ; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014) ; OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014.

| Elément | Description de l'Elément | |
|---|---|---|
| | | de certaines activités considérées comme spéculatives, des restrictions sur les types de produits financiers, des exigences accrues en matière de contrôle interne et de transparence, des règles de conduite des affaires plus strictes, la compensation et un *reporting* obligatoires des opérations sur instruments dérivés, des obligations de limiter les risques relatifs aux dérivés OTC et la création de nouvelles autorités réglementaires renforcées.<br><br>Les mesures adoptées récemment ou qui sont (ou dont les mesures d'application sont) encore en projet, qui ont, ou sont susceptibles d'avoir un impact sur BNPP, comprennent notamment : l'ordonnance française du 27 juin 2013 relative aux établissements de crédit et aux sociétés de financement, entrée en vigueur le 1er janvier 2014, la loi française du 26 juillet 2013 de séparation et de régulation des activités bancaires et ses décrets et arrêtés d'application et l'ordonnance du 20 février 2014 portant diverses dispositions d'adaptation de la législation au droit de l'Union Européenne en matière financière, la Directive et le Règlement du Parlement Européen et du Conseil sur les fonds propres réglementaires dits « CRD 4/CRR » du 26 juin 2013 (et leurs actes délégués et actes d'exécution), dont un nombre important de dispositions sont applicables depuis le 1er janvier 2014, les normes techniques de réglementation et d'exécution relatives à la Directive et au Règlement CRD 4/CRR élaborées par l'Autorité Bancaire Européenne, la désignation de BNPP en tant qu'institution financière d'importance systémique par le Conseil de Stabilité Financière et la consultation sur un standard international commun de capacité d'absorption des pertes (« total loss-absorbing capacity », « TLAC ») pour les établissements bancaires d'importance systémique, la consultation sur la réforme structurelle du secteur bancaire de l'Union Européenne de 2013 et la proposition de Règlement du Parlement Européen et du Conseil du 29 janvier 2014 relatif à des mesures structurelles améliorant la résilience des établissements de crédit de l'UE, la proposition de Règlement du Parlement Européen et du Conseil du 18 septembre 2013 sur les indices de référence, le Règlement du Parlement Européen et du Conseil du 16 avril 2014 sur les abus de marché et la Directive du Parlement Européen et du Conseil du 16 avril 2014 relative aux sanctions pénales applicables aux abus de marché, la Directive et le Règlement du Parlement Européen et du Conseil concernant les marchés d'instruments financiers du 15 mai 2014, le Mécanisme européen de Surveillance Unique piloté par la Banque Centrale Européenne adopté en octobre 2013 (Règlement du Conseil du 15 octobre 2013 confiant à la Banque Centrale Européenne des missions spécifiques ayant trait aux politiques en matière de surveillance prudentielle des établissements de crédit et le Règlement du Parlement Européen et du Conseil du 22 octobre 2013 instituant une Autorité européenne de surveillance en ce qui concerne des missions spécifiques confiées à la Banque Centrale Européenne (et leurs actes délégués et actes d'exécution)) ainsi que l'ordonnance du 6 novembre 2014 portant diverses dispositions d'adaptation de la législation au mécanisme de |

| Elément | Description de l'Elément | |
|---|---|---|
| | | surveillance unique des établissements de crédit, la Directive du Parlement Européen et du Conseil du 16 avril 2014 relative aux systèmes de garantie des dépôts renforçant la protection des dépôts des citoyens en cas de faillite bancaire (et ses actes délégués et actes d'exécution), la Directive du Parlement Européen et du Conseil du 15 mai 2014 établissant un cadre pour le Redressement et la Résolution des Banques, harmonisant les outils pour traiter d'éventuelles crises bancaires, le Mécanisme de Résolution Unique adopté par le Parlement européen le 15 avril 2014 (Règlement du Parlement Européen et du Conseil du 15 juillet 2014 établissant des règles et une procédure uniformes pour la résolution des établissements de crédit et de certaines entreprises d'investissement dans le cadre d'un mécanisme de résolution unique et d'un fonds de résolution bancaire unique, et ses actes délégués et actes d'exécution) instituant le Conseil de Résolution Unique en tant qu'autorité de mise en œuvre du Mécanisme de Résolution Unique et instituant le Fonds de Résolution Unique, le Règlement délégué sur le système provisoire d'acomptes sur les contributions visant à couvrir les dépenses administratives du Conseil de Résolution Unique au cours de la période provisoire adopté par la Commission européenne le 8 octobre 2014, le Règlement d'exécution du Conseil du 19 décembre 2014 définissant des conditions uniformes d'application des contributions ex ante au Fonds de Résolution unique, le règlement final de la Réserve Fédérale des États-Unis imposant des règles prudentielles accrues pour les opérations américaines des banques étrangères de taille importante, la « Règle Volcker » sur l'encadrement des investissements ou des sponsorships dans les fonds spéculatifs et les fonds de capital investissement ainsi que des opérations pour comptes propres des banques américaines et étrangères, adoptée par les autorités de régulation américaines en décembre 2013, ainsi que le règlement final concernant le maintien des risques crédit (« credit risk retention ») adopté le 22 octobre 2014. Au-delà de ces mesures, l'investisseur doit être conscient qu'à tout moment les autorités réglementaires, prudentielles ou politiques de tout pays sont susceptibles de prendre de nouvelles décisions impactant les banques ou le système financier dans son ensemble et dont l'effet sur BNPP peut être significatif.<br><br>*Concernant BP2F :*<br><br>**Conditions Macroéconomiques**<br><br>L'environnement de marché et macroéconomique a un impact sur les résultats de BP2F. Compte tenu de la nature de son activité, BP2F est particulièrement sensible aux conditions de marché et macroéconomiques en Europe, qui ont connu des perturbations au cours des dernières années.<br><br>En 2014, l'économie mondiale a lentement poursuivi son redressement mais certaines incertitudes demeurent, en particulier en Europe où la performance économique a été plus faible que les prévisions au second semestre 2014. Les |

| Elément | Description de l'Elément | |
|---|---|---|
| | | prévisions économiques du FMI et de l'OCDE[2] pour l'année 2015 prévoient la poursuite d'une croissance modérée pour les économies développées mais avec des divergences entre les pays, y compris dans la zone euro, où les prévisions de croissance restent faibles dans certains pays (notamment en France et en Italie). Les prévisions sont similaires pour les marchés émergents (à savoir, une croissance modérée avec des zones de fragilité). Les risques de court terme pesant sur la croissance économique soulignés par le FMI incluent des tensions géopolitiques plus importantes et une volatilité accrue des marchés financiers; les risques de moyen terme soulignés incluent quant à eux une croissance faible ou une stagnation dans les pays développés. Dans la zone euro, le risque déflationniste, toujours présent, a néanmoins été réduit par l'annonce de mesures non conventionnelles de la BCE.<br><br>BP2F est dépendante de BNPPF. BP2F est détenue à 99,995% par BNPPF et est spécifiquement impliquée dans l'émission de titres tels que les Obligations, Warrants ou Certificats ou les autres obligations qui sont développés, mis en place et vendus auprès des investisseurs via des intermédiaires, y compris BNPPF. BP2F conclut des opérations de couverture avec BNPPF et avec d'autres entités du Groupe BNP Paribas. Dès lors, les Informations sur les Tendances relatives à BNPPF doivent également s'appliquer à BP2F. BP2F peut également conclure des opérations de couverture avec un tiers n'appartenant pas au Groupe BNP Paribas.<br><br>*Concernant BGL :*<br><br>**Conditions Macroéconomiques**<br><br>L'environnement de marché et macroéconomique a un impact sur les résultats de BGL. Compte tenu de la nature de son activité, BGL est particulièrement sensible aux conditions de marché et macroéconomiques en Europe, qui ont connu des perturbations au cours des dernières années.<br><br>En 2014, l'économie mondiale a lentement poursuivi son redressement mais certaines incertitudes demeurent, en particulier en Europe où la performance économique a été plus faible que les prévisions au second semestre 2014. Les prévisions économiques du FMI et de l'OCDE[3] pour l'année 2015 prévoient la poursuite d'une croissance modérée pour les économies développées mais avec des divergences entre les pays, y compris dans la zone euro, où les prévisions de croissance restent faibles dans certains pays (notamment en France et en Italie). Les prévisions sont similaires pour les marchés émergents (à savoir, une croissance modérée avec des zones de fragilité). Les risques de |

[2] Voir notamment : International Monetary Fund. World Economic Outlook (WEO) Update, January 2015 : Gross Currents ; International Monetary Fund. 2014 ; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014) ; OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014.

[3] Voir notamment : International Monetary Fund. World Economic Outlook (WEO) Update, January 2015 : Gross Currents ; International Monetary Fund. 2014 ; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014) ; OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014.

| Elément | Description de l'Elément | |
|---|---|---|
| | | court terme pesant sur la croissance économique soulignés par le FMI incluent des tensions géopolitiques plus importantes et une volatilité accrue des marchés financiers; les risques de moyen terme soulignés incluent quant à eux une croissance faible ou une stagnation dans les pays développés. Dans la zone euro, le risque déflationniste, toujours présent, a néanmoins été réduit par l'annonce de mesures non conventionnelles de la BCE.<br><br>**Législation et Réglementations Applicables aux Institutions Financières**<br><br>La législation et les réglementations applicables aux institutions financières qui ont un impact sur BGL connaissent une évolution significative dans le sillage de la crise financière globale. Les mesures qui ont été proposées et/ou adoptées au cours des dernières années comprennent des exigences plus strictes en matière de capital et de liquidité (notamment pour les grands groupes bancaires tels que le Groupe BNP Paribas), des taxes sur les transactions financières, des restrictions et des taxes sur la rémunération des salariés, des limitations aux activités bancaires commerciales et la séparation au sein de filiales dédiées, voire l'interdiction, de certaines activités considérées comme spéculatives, des restrictions sur les types de produits financiers, des exigences accrues en matière de contrôle interne et de transparence, des règles de conduite des affaires plus strictes, la compensation et un reporting obligatoires des opérations sur instruments dérivés, des obligations de limiter les risques relatifs aux dérivés OTC et la création de nouvelles autorités réglementaires renforcées. Les mesures adoptées récemment ou encore en projet, qui ont, ou sont susceptibles d'avoir un impact sur BGL, comprennent notamment la Directive 2013/36/UE concernant l'accès à l'activité des établissements de crédit et la surveillance prudentielle des établissements de crédit et des entreprises d'investissement (la "**CRD IV**") et le Règlement (UE) n°575/2013 du Parlement Européen et du Conseil du 26 juin 2013 concernant les exigences prudentielles applicables aux établissements de crédit et aux entreprises d'investissement et modifiant le Règlement (UE) n°648/2012 (le "**CRR**") concernant les exigences prudentielles (l'ensemble connu sous le nom de "**Paquet CRD IV**"), en date du 26 juin 2013. La plupart des dispositions du Règlement CRR sont applicables depuis le 1er Janvier 2014 (telles que décrites dans la Circulaire 14/583 de la CSSF relative à l'entrée en vigueur du Règlement CRR), complétée par le Règlement n°14-01 de la CSSF concernant la transposition de certaines facultés prévues par le Règlement (UE) n°575/2013 et par les normes techniques de réglementation et d'exécution relatives à la Directive CRD IV et au Règlement CRR élaborées par l'EBA ; la consultation sur la réforme structurelle du secteur bancaire de l'Union Européenne de 2013 et la proposition de la Commission Européenne de réforme structurelle du secteur bancaire européen du 29 janvier 2014, la proposition de Règlement sur les indices de référence, le mécanisme européen de surveillance unique, le projet européen de mécanisme de résolution unique et le projet de directive européenne sur le redressement et la résolution des banques ; le Règlement |

| Elément | Description de l'Elément | |
|---|---|---|
| | | (UE) n°1024/2013 du Conseil (le "**Règlement MSU**") mettant en place le Mécanisme de Surveillance Unique ("**MSU**") et le Règlement (UE) n°468/2014 de la BCE du 16 avril 2014 établissant le cadre de la coopération au sein du Mécanisme de Supervision Unique entre la Banque Centrale Européenne et les autorités compétentes nationales et les autorités désignées nationales (le "**Règlement-cadre MSU**") ; la Directive Européenne 2014/49/UE du 16 avril 2014 relative aux systèmes de garantie des dépôts ; le règlement final concernant les banques étrangères relatif à certaines exigences en matière de liquidités, fonds propres et autres éléments prudentiels adopté par la Réserve Fédérale des États-Unis, la proposition de la Réserve Fédérale concernant les ratios de liquidité des banques de taille importante ainsi que la Règle « Volcker » sur l'encadrement des investissements ou des sponsorships dans les hedge funds et les fonds de capital investissement ainsi que des opérations pour comptes propres, récemment adoptée par les autorités de régulation américaines. Au-delà de ces mesures, l'investisseur doit être conscient qu'à tout moment les autorités réglementaires, prudentielles ou politiques de tout pays sont susceptibles de prendre de nouvelles décisions impactant les banques ou le système financier dans son ensemble et dont l'effet sur BGL peut être significatif.<br><br>*Concernant BNPP B.V.:*<br><br>BNPP B.V. est dépendante de BNPP. BNPP B.V. est une filiale intégralement détenue par BNPP et qui est particulièrement impliquée dans l'émission de titres tels que des Obligations, Warrants ou Certificats ou d'autres obligations qui sont développées, mises en place ou vendues à des investisseurs par d'autres sociétés du Groupe BNPP (y compris BNPP). Les titres sont couverts par l'acquisition d'instruments de couverture auprès de BNP Paribas et d'entités de BNP Paribas tel que décrit dans l'Elément D.2 ci-dessous. Par conséquent, les Informations sur les tendances décrites pour BNPP doivent également s'appliquer à BNPP B.V. |
| **B.5** | Description du Groupe | BNPP est un leader européen des services bancaires et financiers et possède quatre marchés domestiques de banque de détail en Europe: la Belgique, la France, l'Italie et le Luxembourg. Il est présent dans 75 pays et compte près de 188.000 collaborateurs, dont plus de 147.000 en Europe. BNPP est la société mère du Groupe BNP Paribas (le "**Groupe BNPP**").<br><br>• BNPP B.V. est une filiale intégralement détenue par BNPP.<br><br>• BGL est une filiale de BNP Paribas Fortis SA/NV ("**BNPPF**"), qui est elle-même une filiale de BNPP.<br><br>• BP2F est une filiale de BNPPF et agit en qualité de véhicule financier de BNPPF et des sociétés contrôlées par BNPPF. |

<table>
<tr><th>Elément</th><th>Description de l'Elément</th><th></th></tr>
<tr><td>B.9</td><td>Prévision ou estimation du bénéfice</td><td>Le plan de développement 2014-2016 du Groupe confirme le choix du modèle de banque universelle. Le plan de développement 2014-2016 vise à accompagner les clients dans un environnement en évolution.<br>Le Groupe définit cinq grands axes stratégiques pour 2016 :<br>• renforcer la proximité avec les clients<br>• simple : simplifier notre organisation et nos modes de fonctionnement<br>• efficient / poursuivre l'amélioration de l'efficacité opérationnelle<br>• adapter certains métiers à leur environnement économique et règlementaire<br>• réussir les initiatives de développement<br>La Banque poursuit la mise en œuvre de son plan de développement 2014-2016 dans un contexte de taux bas et doit tenir compte de la création de nouvelles taxes et réglementations.</td></tr>
<tr><td>B.10</td><td>Réserves contenues dans le rapport d'audit</td><td>Sans objet, il n'existe aucune réserve dans le rapport d'audit sur les informations financières historiques contenues dans le Prospectus de Base.</td></tr>
<tr><td>B.12</td><td colspan="2">Informations financières historiques clés sélectionnées :<br>En relation avec BNPP B.V. :<br>Données Financières Annuelles Comparées - En EUR
<table>
<tr><th></th><th>31/12/2014</th><th>31/12/2013</th></tr>
<tr><td>Produit Net Bancaire</td><td>432.263</td><td>397.608</td></tr>
<tr><td>Résultat Net, part du Groupe</td><td>29.043</td><td>26.749</td></tr>
<tr><td>Total du bilan</td><td>64.804.833.465</td><td>48.963.076.836</td></tr>
<tr><td>Capitaux Propres (part du Groupe)</td><td>445.206</td><td>416.163</td></tr>
</table>
En relation avec BNPP :<br>Données Financières Annuelles Comparées - En millions d'EUR
<table>
<tr><th></th><th>31/12/2014 (audités)</th><th>31/12/2013* (audités)</th></tr>
<tr><td>Produit Net Bancaire</td><td>39.168</td><td>37.286</td></tr>
<tr><td>Coût du Risque</td><td>(3.705)</td><td>(3.643)</td></tr>
</table></td></tr>
</table>

| Elément | Description de l'Elément | | |
|---|---|---|---|
| | Résultat Net, part du Groupe | 157 | 4.818 |
| | ** Données retraitées par application des normes IFRS10, IFRS11 et IAS32 révisée* | | |
| | | **31/12/2014** | **31/12/2013*** |
| | Ratio Common Equity Tier 1 (Bâle 3 plein, CRD 4) | 10,3% | 10,3% |
| | | **31/12/2014 (audités)** | **31/12/2013* (audités)** |
| | Total du bilan consolidé | 2.077.759 | 1.810.522 |
| | Total des prêts et créances sur la clientèle | 657.403 | 612.455 |
| | Total des dettes envers la clientèle | 641.549 | 553.497 |
| | Capitaux Propres (part du Groupe) | 89.410 | 87.433 |
| | ** Données retraitées par application des normes IFRS10, IFRS11 et IAS32 révisée* | | |
| | **Données Financières Intermédiaires Comparées – En millions d'EUR** | | |
| | | **1Q15** | **1Q14*** |
| | Produit Net Bancaire | 11.065 | 9.911 |
| | Coût du Risque | (1.044) | (1.084) |
| | Résultat Net, part du Groupe | 1.648 | 1.403 |
| | | **31/03/2015** | **31/12/2014*** |
| | Ratio Common Equity Tier 1 (Bâle 3 pleinement appliqué, CRD 4) | 10,3% | 10,3% |
| | Total du bilan consolidé | 2.392.177 | 2.077.758 |
| | Total des prêts et créances sur la clientèle | 696.737 | 657.403 |
| | Total des dettes envers la clientèle | 688.645 | 641.549 |
| | Capitaux Propres (part du Groupe) | 93.921 | 89.458 |
| | ** Données retraitées par application de l'interprétation IFRIC 21* | | |

| Elément | Description de l'Elément | | |
|---|---|---|---|
| | **En relation avec BGL :**<br><br>**Données Financières Annuelles Comparées - En millions d'EUR** | | |
| | | **31/12/2014** | **31/12/2013*** |
| | Produit Net Bancaire | 1.346,8 | 1.351,9 |
| | Coût du Risque | (35,7) | (21,5) |
| | Résultat Net, part du Groupe | 342,5 | 336,9 |
| | Ratio Common Equity Tier 1 | 22,4% | 25,7% |
| | Ratio Tier 1 | 22,4% | 25,7% |
| | Total du bilan consolidé | 41.096,9 | 40.224,5 |
| | Total des prêts et créances sur la clientèle | 24.570,8 | 24.990,2 |
| | Total des dettes envers la clientèle | 19.780,7 | 19.467,0 |
| | Capitaux Propres (part du Groupe) | 6.082,9 | 5.701,5 |
| | ** Données retraitées par application des normes IFRS11* | | |
| | **En relation avec BP2F :** | | |
| | **Données Financières Annuelles Comparées:** | | |
| | | **31/12/2014** | **31/12/2013** |
| | | EUR | EUR |
| | **Postes sélectionnés du Bilan** | | |
| | *Actif* | | |
| | Actifs immobilisés financiers (Montants détenus par des entreprises affiliées) | 5.470.070.451 | 5.167.738.500 |
| | Actifs courants (Montants dus par des entreprises affiliées venant à échéance à moins d'un an) | 415.475.284 | 235.086.058 |
| | Total de l'actif | 5.977.141.866 | 5.501.021.541 |

| Elément | Description de l'Elément | | |
|---|---|---|---|
| | | | |
| | *Passif* | | |
| | Capital et réserves | 6.691.167 | 7.046.710 |
| | Dettes subordonnées | 1.233.153.404 | 1.656.721.743 |
| | Dettes non subordonnées | | |
| | Prêts non-convertibles | | |
| | - à moins d'un an | 358.648.783 | 201.683.146 |
| | - à plus d'un an | 3.808.557.061 | 3.326.487.586 |
| | | | |
| | **Compte de Résultat : postes sélectionnés** | | |
| | Produits d'immobilisations financières générés par des entreprises affiliées | 128.272.799 | 129.660.813 |
| | Résultat | 431.761.255 | 388.490.879 |
| | Intérêts et autres charges financières | 401.166.435 | 335.364.583 |
| | Bénéfice de l'exercice | 844.457 | 1.109.807 |
| | ***Déclarations relatives à l'absence de changement significatif ou de changement défavorable significatif***<br><br>Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale du Groupe BNPP depuis le 31 décembre 2014 (date de clôture de la dernière période comptable pour laquelle des états financiers audités ont été publiés). Il ne s'est produit aucun changement défavorable significatif dans les perspectives de BNPP ou du Groupe BNPP depuis le 31 décembre 2014 (date de clôture de la dernière période comptable pour laquelle des états financiers audités ont été publiés).<br><br>Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale de BNPP B.V., BP2F ou BGL depuis le 31 décembre 2014 et il ne s'est produit aucun changement défavorable significatif dans les perspectives de BNPP B.V., BP2F ou BGL depuis le 31 décembre 2014. | | |
| **B.13** | Evénements impactant la solvabilité de l'Emetteur | Sans objet, à la date du présent Prospectus de Base et à la connaissance de l'Emetteur, il ne s'est produit aucun événement récent qui présente un intérêt significatif pour l'évaluation de la solvabilité de l'Emetteur depuis le 31 décembre 2014. | |

| Elément | Description de l'Elément | |
|---|---|---|
| **B.14** | Dépendance à l'égard d'autres entités du groupe | Sous réserve du paragraphe suivant, BNPP n'est pas dépendant d'autres membres du Groupe BNPP. Chacun de BNPP B.V., BGL et BP2F est dépendant des autres membres du Groupe BNPP.<br><br>En avril 2004 est entrée en fonctionnement la co-entreprise « BNP Paribas Partners for Innovation » (BP²I) qui, constituée avec IBM France fin 2003, délivre des services d'infrastructure de production informatique pour BNP Paribas SA et plusieurs de ses filiales françaises (BNP Paribas Personal Finance, BP2S, BNP Paribas Cardif…) ou européennes (Suisse, Italie). Mi-décembre 2011, le dispositif contractuel avec IBM France a été renouvelé et prorogé jusqu'à fin 2017. Fin 2012, un accord a été conclu en étendant ce dispositif à BNP Paribas Fortis en 2013.<br><br>BP²I est placée sous le contrôle opérationnel d'IBM France ; BNP Paribas exerce une forte influence sur cette entité qu'elle détient à parts égales avec IBM France : les personnels de BNP Paribas mis à disposition de BP²I composent la moitié de son effectif permanent, les bâtiments et centres de traitement sont la propriété du Groupe, la gouvernance mise en œuvre garantit contractuellement à BNP Paribas une surveillance du dispositif et sa réintégration au sein du Groupe si nécessaire.<br><br>ISFS, société détenue à 100 % par le groupe IBM, assure également des services d'infrastructure de production informatique pour BNP Paribas Luxembourg.<br>La production informatique de BancWest est assurée par un fournisseur externe : Fidelity Information Services. La production informatique de Cofinoga France est assurée par SDDC, société détenue à 100 % par IBM.<br>BNPP B.V. est dépendante de BNPP. BNPP B.V. est une filiale intégralement détenue par BNPP et qui est particulièrement impliquée dans l'émission de titres tels que des Obligations, Warrants ou Certificats ou autres obligations qui sont développées, mises en place ou vendues à des investisseurs par d'autres sociétés du Groupe BNPP (y compris BNPP). Les titres sont couverts par l'acquisition d'instruments de couverture auprès de BNP Paribas et d'entités de BNP Paribas tel que décrit dans l'Elément D.2 ci-dessous.<br>Les Infrastructures Informatiques de BGL ont une certaine dépendance avec d'autres entités au sein du Groupe BNPP qui peut être résumée comme suit :<br><br>• L'activité *corporate and institutional banking* (CIB) de BGL partage la plupart de ses plateformes d'Infrastructures Informatiques de ses back et front office avec BNPP ; et<br><br>• D'autres lignes d'activités et fonctions partagent différentes plateformes avec d'autres entités du Groupe BNPP, mais pas nécessairement au même niveau que l'activité CIB.<br><br>Voir également l'Elément B.5 ci-dessus. |

| Elément | Description de l'Elément | |
|---|---|---|
| **B.15** | Principales activités | BNP Paribas détient des positions clés dans ses deux domaines d'activité:<br>• *Retail Banking and Services regroupant :*<br>  • *Domestic Markets* composé de :<br>  • Banque de Détail en France (BDDF),<br>  • *BNL Banca Commerciale* (BNL bc), banque de détail en Italie,<br>  • Banque De Détail en Belgique (BDDB),<br>  • Autres activités de *Domestic Markets* y compris la Banque de Détail et des Entreprises au Luxembourg (BDEL);<br>  • International Financial Services, composé de :<br>  • Europe-Méditerranée,<br>  • BancWest,<br>  • *Personal Finance*,<br>  • Assurance,<br>  • Gestion Institutionnelle et Privée;<br>• *Corporate and Institutional Banking (CIB) regroupant* :<br>  • Corporate Banking,<br>  • Global Markets,<br>  • Securities Services.<br>• BNPP B.V. a pour activité principale d'émettre et/ou d'acquérir des instruments financiers de toute nature et de conclure des contrats à cet effet pour le compte de différentes entités au sein du Groupe BNPP.<br>• BGL exerce ses activités dans les domaines suivants : les Services Bancaires de Détail et les Services Bancaires aux Entreprises Luxembourg (Banque de détail et des entreprises Luxembourg), y compris, NetAgence (opérations bancaires quotidiennes) et *Personal Investors* (conseil en investissements), *Wealth Management* et les services bancaires aux entreprises et institutionnels (*Corporate and Institutional Banking*) |

| Elément | Description de l'Elément | |
|---|---|---|
| | | • BP2F a pour objet principal de consentir des prêts à BNPPF et ses affiliés. Pour réaliser son objet principal, BP2F peut émettre des obligations ou titres similaires, contracter des emprunts, avec ou sans garantie et, en général, avoir recours à toutes sources de financement. BP2F peut réaliser toute opération qu'il juge nécessaire à l'exercice et au développement de son activité, tout en restant dans les limites de la loi luxembourgeoise du 10 août 1915 sur les sociétés commerciales (telle que modifiée). |
| **B.16** | Actionnaires de contrôle | • Aucun des actionnaires existants ne contrôle BNPP, que ce soit directement ou indirectement. Les principaux actionnaires sont la Société Fédérale de Participations et d'Investissement ("**SFPI**"), société anonyme d'intérêt public agissant pour le compte de l'état belge, qui détient 10,3% du capital social au 31 décembre 2014 et le Grand-Duché de Luxembourg, qui détient 1,0% du capital social au 31 décembre 2014. A la connaissance de BNPP, aucun actionnaire autre que SFPI ne détient plus de 5% de son capital ou de ses droits de vote.<br>• BNP Paribas détient 100% du capital social de BNPP B.V.<br>• BNPPF détient 50% plus 1 action du capital social de BGL. Le capital social restant est détenu par BNP Paribas (15,96%), et le Grand-Duché de Luxembourg (34%). BNP Paribas est également l'actionnaire de contrôle de BNPPF.<br>• BNPPF détient 99,995% du capital social de BP2F. |
| **B.17** | Notations de crédit sollicitées | Les notations à long terme de BNPP B.V. sont : A+ avec une perspective négative (Standard & Poor's Credit Market Services France SAS) et les notations à court terme de BNPP B.V. sont : A-1 (Standard & Poor's Credit Market Services France SAS).<br><br>Les notations à long terme de BNPP sont : A+ avec une perspective négative (Standard & Poor's Credit Market Services France SAS), A1 avec une perspective stable (Moody's Investors Service Ltd.) et A+ avec une perspective stable (Fitch France S.A.S.) et les notations à court terme de BNPP sont : A-1 (Standard & Poor's Credit Market Services France SAS), P-1 (Moody's Investors Service Ltd.) et F1 (Fitch France S.A.S.).<br><br>Les titres d'emprunt senior non assortis de sûretés de BP2F sont notés A+ (Standard & Poor's Credit Market Services France SAS), A2 avec perspective stable (Moody's France SAS) et A+ avec une perspective stable (Fitch Ratings Limited) et les notations à court terme de BP2F sont : A-1 (Standard & Poor's), P-1 (Moody's France SAS) et F1 (Fitch Ratings Limited).<br><br>Les notations à long terme de BGL sont : A+ (avec une perspective négative) |

| Elément | Description de l'Elément | |
|---|---|---|
| | | (Standard & Poor's Credit Market Services France SAS), A2 (avec une perspective positive) (Moody's France SAS) et A+ (avec une perspective stable) (Fitch France S.A.S.) et les notations à court terme de BGL sont : A-1 (Standard & Poor's Credit Market Services France SAS), P-1 (Moody's France SAS) et F1 (Fitch France SAS).<br><br>Les Titres émis dans le cadre du Programme pourront ou non faire l'objet d'une notation.<br><br>Une notation n'est pas une recommandation d'achat, de vente ou de détention des titres concernés et peut être suspendue, réduite ou révoquée à tout moment par l'agence de notation qui l'a attribuée. |
| **B.18** | Description de la Garantie | Les Obligations émises par BNPP B.V. seront inconditionnellement et irrévocablement garantis par BNPP en vertu d'un acte de garantie de droit anglais signé par BNPP le 9 juin 2015, ou une date approchante. Les obligations en vertu de la garantie sont des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de BNPP et viennent et viendront au même rang entre elles, au moins par rapport à toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et non subordonnées de BNPP (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi). Dans le cas où BNPP B.V. fait l'objet d'un renflouement interne, mais sans que BNPP n'en fasse l'objet, les obligations et/ou montants dus par BNPP au titre de la garantie, devront être réduits afin de prendre en compte toutes les réductions ou modifications résultant de l'application du renflouement interne de BNPP B.V. par une autorité de régulation compétente. Dans le cas où BNPP fait l'objet d'un renflouement interne, mais sans que BNPP B.V. n'en fasse l'objet, les obligations et/ou montants dus par BNPP, au titre de la garantie, devront être réduits afin de prendre en compte toutes les réductions ou modifications appliquées aux titres émis par BNPP résultant de l'application du renflouement interne de BNPP. par toute autorité de régulation compétente.<br><br>Les Titres W&C de droit anglais non assortis de sûretés émis par BNPP B.V. seront inconditionnellement et irrévocablement garantis par BNPP en vertu d'un acte de garantie de droit anglais signé par BNPP le 9 juin 2015, ou une date approchante. Les obligations en vertu de la garantie sont des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de BNPP et viennent et viendront au même rang entre elles, au moins par rapport à toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et non subordonnées de BNPP (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi). Dans le cas où BNPP B.V. fait l'objet d'un renflouement interne, mais sans que BNPP n'en fasse l'objet, les obligations et/ou montants dus par BNPP au titre de la garantie, devront être réduits afin de prendre en compte toutes les réductions ou modifications résultant de l'application du renflouement interne de BNPP B.V. par une autorité de |

| Elément | Description de l'Elément | |
|---|---|---|
| | | régulation compétente. Dans le cas où BNPP. fait l'objet d'un renflouement interne, mais sans que BNPP B.V. n'en fasse l'objet, les obligations et/ou montants dus par BNPP, au titre de la garantie, devront être réduits afin de prendre en compte toutes les réductions ou modifications appliquées aux titres émis par BNPP résultant de l'application du renflouement interne de BNPP par toute autorité de régulation compétente.<br><br>Les Titres W&C de droit anglais assortis de sûretés émis par BNPP B.V. seront inconditionnellement et irrévocablement garantis par BNPP en vertu d'un acte de garantie de droit anglais signé par BNPP le 9 juin 2015, ou une date approchante. Les obligations en vertu de la garantie sont des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de BNPP et viennent et viendront au même rang entre elles, au moins par rapport à toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et non subordonnées de BNPP (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi).<br><br>Les Titres W&C de droit français non assortis de sûretés émis par BNPP B.V. seront inconditionnellement et irrévocablement garantis par BNPP en vertu d'une garantie de droit français signée par BNPP le 9 juin 2015, ou une date approchante. Les obligations en vertu de la garantie sont des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de BNPP et viennent et viendront au même rang entre elles, au moins par rapport à toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et non subordonnées de BNPP (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi). Dans le cas où BNPP B.V. fait l'objet d'un renflouement interne, mais sans que BNPP n'en fasse l'objet, les obligations et/ou montants dus par BNPP au titre de la garantie, devront être réduits afin de prendre en compte toutes les réductions ou modifications résultant de l'application du renflouement interne de BNPP B.V. par une autorité de régulation compétente. Dans le cas où BNPP. fait l'objet d'un renflouement interne, mais sans que BNPP B.V. n'en fasse l'objet, les obligations et/ou montants dus par BNPP, au titre de la garantie, devront être réduits afin de prendre en compte toutes les réductions ou modifications appliquées aux titres émis par BNPP résultant de l'application du renflouement interne de BNPP par toute autorité de régulation compétente.<br><br>Les Titres W&C de droit français assortis de sûretés émis par BNPP B.V. seront inconditionnellement et irrévocablement garantis par BNPP en vertu d'une garantie de droit français signée par BNPP le 9 juin 2015, ou une date approchante. Les obligations en vertu de la garantie sont des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de BNPP et viennent et viendront au même rang entre elles, au moins par rapport à toutes les autres dettes directes, non assorties de sûretés et non subordonnées de BNPP (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi). |

| Elément | Description de l'Elément | |
|---|---|---|
| | | Les Titres émis par BP2F seront inconditionnellement et irrévocablement garantis par BNPPF en vertu d'un acte de garantie de droit anglais signé par BNPP le 9 juin 2015, ou une date approchante. Les obligations en vertu de la garantie sont des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de BNPPF et viennent et viendront au même rang entre elles (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi), par rapport à toutes les autres dettes présentes et futures non assorties de sûretés et non subordonnées de BNPPF.<br><br>Les Titres émis par BNPP ou BGL ne sont pas garantis. |
| **B.19** | Informations concernant le Garant | Voir les Eléments B.1 à B.17 ci-dessus dans le cas de BNPP. Voir ci-dessous dans le cas de BNPPF. |
| **B.19/ B.1** | Raison sociale et nom commercial du Garant | BNP Paribas Fortis SA/NV, agissant sous le nom commercial de BNP Paribas Fortis. |
| **B.19/ B.2** | Domicile/ forme juridique/ législation/ pays de constitution | BNPPF a été constitué sous la forme d'une société anonyme faisant appel public à l'épargne de droit belge (*"naamloze vennootschap"),* dont le siège social est situé à Montagne du Parc 3, 1000 Bruxelles, Belgique et est un établissement de crédit régi par la Loi Belge du 25 avril 2014 relative au statut et au contrôle des établissements de crédit (la "**Loi Bancaire Belge**"). |
| **B.19/ B.4b** | Informations sur les tendances | ***Conditions Macroéconomiques.***<br><br>L'environnement de marché et macroéconomique a un impact sur les résultats de BNPPF. Compte tenu de la nature de son activité, BNPPF est particulièrement sensible aux conditions de marché et macroéconomiques en Europe, qui ont connu des perturbations au cours des dernières années.<br><br>En 2014, l'économie mondiale a lentement poursuivi son redressement mais certaines incertitudes demeurent, en particulier en Europe où la performance économique a été plus faible que les prévisions au second semestre 2014. Les prévisions économiques du FMI et de l'OCDE[4] pour l'année 2015 prévoient la poursuite d'une croissance modérée pour les économies développées mais avec des divergences entre les pays, y compris dans la zone euro, où les prévisions de croissance restent faibles dans certains pays (notamment en France et en Italie). Les prévisions sont similaires pour les marchés émergents (à savoir, une croissance modérée avec des zones de fragilité). Les risques de court terme pesant sur la croissance économique soulignés par le FMI incluent des tensions géopolitiques plus importantes et une volatilité accrue des marchés financiers; les risques de moyen terme soulignés incluent quant à |

[4] Voir notamment : International Monetary Fund. World Economic Outlook (WEO) Update, January 2015 : Gross Currents ; International Monetary Fund. 2014 ; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014) ; OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014.

| Elément | Description de l'Elément | |
|---|---|---|
| | | eux une croissance faible ou une stagnation dans les pays développés. Dans la zone euro, le risque déflationniste, toujours présent, a néanmoins été réduit par l'annonce de mesures non conventionnelles de la BCE.<br><br>***Législation et Réglementations Applicables aux Institutions Financières.***<br><br>La législation et les réglementations applicables aux institutions financières qui ont un impact sur BNPPF connaissent une évolution significative dans le sillage de la crise financière globale. Les mesures qui ont été proposées et/ou adoptées au cours des dernières années comprennent des exigences plus strictes en matière de capital et de liquidité (notamment pour les grands groupes bancaires tels que le Groupe BNP Paribas), des taxes sur les transactions financières, des restrictions et des taxes sur la rémunération des salariés, des limitations aux activités bancaires commerciales et la séparation au sein de filiales dédiées, voire l'interdiction, de certaines activités considérées comme spéculatives, des restrictions sur les types de produits financiers, des exigences accrues en matière de contrôle interne et de transparence, des règles de conduite des affaires plus strictes, la compensation et un reporting obligatoires des opérations sur instruments dérivés, des obligations de limiter les risques relatifs aux dérivés OTC et la création de nouvelles autorités réglementaires renforcées. Les mesures adoptées récemment ou encore en projet, qui ont, ou sont susceptibles d'avoir un impact sur BNPPF, comprennent notamment la Directive et le Règlement sur les fonds propres réglementaires dits « CRD 4 », du 26 juin 2013 et dont un nombre important de dispositions sont applicables depuis le 1er janvier 2014, les projets de normes techniques de réglementation et d'exécution relatives à la Directive et au Règlement CRD 4 élaborées par l'EBA, la Loi Bancaire Belge, en date du 25 avril 2014 remplaçant la loi précédente de 1993 et introduisant d'importants changements : le Décret Royal Belge daté du 22 février 2015, déterminant l'entrée en vigueur les dispositions de la Loi Bancaire Belge relative à la résolution (y compris la mise en place de l'Autorité de Résolution Belge) et créant deux droits préférentiels sur les actifs mobiliers de la banque ; la consultation sur la réforme structurelle du secteur bancaire de l'Union Européenne de 2013 et la proposition de la Commission Européenne de réforme structurelle du secteur bancaire européen du 29 janvier 2014, la proposition de Règlement sur les indices de référence, le Mécanisme de Surveillance Unique européen : le Mécanisme de Résolution Unique européen daté du 15 juillet 2014 et la Directive européenne sur le Redressement et la Résolution des Banques en date du 15 mai 2014 ; la Directive Européenne relative au système de garanties des dépôts révisé en date du 16 avril 2014 ; le règlement final concernant les banques étrangères relatif à certaines exigences en matière de liquidités, fonds propres et autres éléments prudentiels adopté par la Réserve Fédérale des États-Unis, la proposition de la Réserve Fédérale concernant les ratios de liquidité des banques de taille importante ainsi que la Règle « Volcker » sur l'encadrement des investissements ou des *sponsorships* dans les *hedge funds* et les fonds de |

<table>
<tr><th>Elément</th><th>Description de l'Elément</th><th></th></tr>
<tr><td></td><td></td><td>capital investissement ainsi que des opérations pour comptes propres, récemment adoptée par les autorités de régulation américaines. Au-delà de ces mesures, l'investisseur doit être conscient qu'à tout moment les autorités règlementaires, prudentielles ou politiques de tout pays sont susceptibles de prendre de nouvelles décisions impactant les banques ou le système financier dans son ensemble et dont l'effet sur BNPPF peut être significatif.</td></tr>
<tr><td>B.19/B.5</td><td>Description du Groupe</td><td>BNPPF est une filiale de BNP Paribas.</td></tr>
<tr><td>B.19/B.9</td><td>Prévision ou estimation du bénéfice</td><td>Le plan de développement 2014-2016 du Groupe confirme le choix du modèle de banque universelle. L'objectif du plan de développement 2014-2016 est d'accompagner les clients dans un environnement en évolution.<br><br>Le Groupe a défini les cinq grands axes stratégiques suivants pour 2016 :<br><br>• renforcer la proximité avec les clients<br><br>• simple : simplifier notre organisation et nos modes de fonctionnement<br><br>• efficient : poursuivre l'amélioration de l'efficacité opérationnelle<br><br>• adapter certains métiers à leur environnement économique et règlementaire<br><br>• réussir les initiatives de développement.<br><br>BNPP continue de mettre en œuvre son plan de développement 2014-2016 dans un contexte de faible taux d'intérêt et en devant tenir compte des nouveaux impôts et règlementations.</td></tr>
<tr><td>B.19/ B.10</td><td>Réserves contenues dans le rapport d'audit</td><td>Sans objet, il n'existe aucune réserve dans le rapport d'audit sur les informations financières historiques contenues dans le Prospectus de Base.</td></tr>
<tr><td>B.19/ B.12</td><td colspan="2">Informations financières historiques clés sélectionnées :<br><br>En relation avec BNPPF :<br><br>Données Financières Annuelles Comparées - En millions d'EUR
<table>
<tr><th></th><th>31/12/2014</th><th>31/12/2013*</th></tr>
<tr><td>Produit Net Bancaire</td><td>7.011</td><td>5.740</td></tr>
<tr><td>Coût du Risque</td><td>(283)</td><td>(372)</td></tr>
<tr><td>Bénéfice net</td><td>1.663</td><td>925</td></tr>
<tr><td>Bénéfice Net attribuable aux actionnaires</td><td>1.246</td><td>637</td></tr>
</table></td></tr>
</table>

| Elément | Description de l'Elément | | | |
|---|---|---|---|---|
| | Total du bilan consolidé | | 275.206 | 256.226 |
| | Capitaux Propres | | 20.254 | 18.662 |
| | Total des prêts et créances sur la clientèle | | 166.851 | 159.551 |
| | Total des dettes envers la clientèle | | 167.800 | 156.788 |
| | Capitaux Tier 1 | | 18.840 | 18.618 |
| | Ratio Tier 1 | | 14,7% | 14,8% |
| | Total des Capitaux | | 21.349 | 21.910 |
| | Ratio d'Adéquation des Fonds Propres | | 16,6% | 17,4% |
| | **Données comparatives de 2013 corrigées en application de IFRS 11 (voir les notes 1.a et 8.o du rapport annuel de BNPPF pour plus d'informations).*<br><br>***Déclarations relatives à l'absence de changement significatif ou de changement défavorable significatif***<br><br>Voir Elément B.12 ci-dessus dans le cas du Groupe BNPP.<br><br>Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale de BNPPF et il ne s'est produit aucun changement défavorable significatif dans les perspectives de BNPPF depuis le 31 décembre 2014. | | | |
| **B.19/ B.13** | Evénements impactant la solvabilité du Garant | Sans objet, à la date du présent Prospectus de Base et à la connaissance de BNPPF, il ne s'est produit aucun événement récent qui présente un intérêt significatif pour l'évaluation de la solvabilité de BNPPF depuis le 31 décembre 2014. | | |
| **B.19/ B.14** | Dépendance à l'égard d'autres entités du Groupe | BNPPF est dépendant des autres membres du Groupe BNPP. Voir également Elément B.5 ci-dessus. | | |
| **B.19/ B.15** | Principales Activités | BNPPF a pour objet d'exercer l'activité d'établissement de crédit, y compris des services de courtage et des opérations sur dérivés. Il peut exercer toutes activités et réaliser toutes opérations qui sont directement ou indirectement liées à son objet ou sont de nature à en favoriser la réalisation. BNPPF peut détenir des actions et autres participations dans les limites imposées par la législation applicable aux établissements de crédit (y compris la Loi Bancaire Belge). | | |
| **B.19/ B.16** | Actionnaires de contrôle | Aucun des actionnaires existants ne contrôle BNPP, que ce soit directement ou indirectement. Les principaux actionnaires sont la Société Fédérale de Participations et d'Investissement ("**SFPI**"), société anonyme d'intérêt public agissant pour le compte de l'état belge, qui détient 10,3% du capital social au | | |

| Elément | Description de l'Elément | |
|---|---|---|
| | | 31 décembre 2014 et le Grand-Duché de Luxembourg, qui détient 1,0% du capital social au 31 décembre 2014. A la connaissance de BNPP, aucun actionnaire autre que SFPI ne détient plus de 5% de son capital ou de ses droits de vote.<br><br>BNP Paribas détient 99,93% du capital social de BNPPF. |
| **B.19/ B.17** | Notations de crédit sollicitées | Les notations à long terme de BNPPF sont : A+ avec une perspective négative (Standard & Poor's Credit Market Services France SAS), A2 avec une perspective stable (Moody's France SAS) et A+ avec une perspective stable (Fitch Ratings Limited) et les notations à court terme de BNPPF sont : A-1 (Standard & Poor's Credit Market Services France SAS), P-1 (Moody's France SAS) et F1 (Fitch Ratings Limited).<br><br>Une notation n'est pas une recommandation d'achat, de vente ou de détention des titres concernés et peut être suspendue, réduite ou révoquée à tout moment par l'agence de notation qui l'a attribuée. |

**Section C – Valeurs Mobilières**

| Elément | Description de l'Elément | |
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| **C.1** | Nature et catégorie des valeurs mobilières/ numéro d'identification (Code ISIN) | Les types de Titres suivants peuvent être émis : des obligations ("**Obligations**"), des warrants ("**Warrants**") et des certificats ("**Certificats**", dénommés, avec les Warrants, les "**Titres W&C**", et avec les Obligations, les "**Titres**").<br><br>BNPP B.V., BGL et BP2F peuvent émettre des Obligations, des Warrants et des Certificats. BNPP peut émettre des Warrants et des Certificats. BNPP B.V. et BNPP peuvent émettre des Warrants et des Certificats régis par le droit anglais et le droit français.<br><br>BNPP B.V. peut émettre des Warrants et des Certificats assortis de sûretés et non assortis de sûretés.<br><br>Le Code ISIN, le Code Commun et le Code Mnemonic d'une Souche de Titres seront spécifiés dans les Conditions Définitives applicables.<br><br>Si cela est spécifié dans les Conditions Définitives applicables, les Titres seront consolidés et formeront une souche unique avec les tranches précédentes tel que spécifié dans les Conditions Définitives applicables<br><br>Les Titres peuvent être des titres à règlement en numéraire ("**Titres à Règlement en Numéraire**") ou des titres à règlement physique ("**Titres à Règlement Physique**")<br><br>Les Obligations peuvent être libellées dans une seule devise (la "**Devise Spécifiée**") avec des montants payables au titre des intérêts et/ou du principal dans une autre devise (la "**Devise de Règlement**"), ces titres étant des "**Obligations à Double Devise**". |
| **C.2** | Devise | Sous réserve de se conformer à toutes les lois, réglementations et directives applicables, les Titres pourront être émis dans toute devise. |
| **C.5** | Restrictions à la libre négociabilité | Les Titres seront librement négociables, sous réserve des restrictions d'offre et de vente en vigueur aux États-Unis, dans l'Espace Economique Européen, en Autriche, en Belgique, en République Tchèque, au Danemark, en France, en Allemagne, en Hongrie, en Irlande, au Portugal, en Espagne, en Suède, en Italie, aux Pays-Bas, en Pologne, au Royaume-Uni, au Japon et en Australie, et conformément à la Directive Prospectus et aux lois de toute juridiction dans laquelle les Titres concernés sont offerts ou vendus. |
| **C.8** | Droits s'attachant aux Titres | Les Titres émis dans le cadre du Programme seront soumis à des modalités concernant, entre autres, les questions suivantes :<br><br>***Rang de Créance des Titres*** |

| Elément | Description de l'Elément | |
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| | | *Dans le cas de Titres émis par BNPP B.V.:*<br><br>Les Obligations sont émises sur une base non assortie de sûretés. Les Titres W&C sont émis sur une base assortie de sûretés ou non assortie de sûretés. Les Titres émis sur une base non assortie de sûretés et (s'il y a lieu) les Coupons y afférents constituent des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur et viennent et viendront au même rang entre eux et au moins avec toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi).<br><br>Les Titres W&C émis sur une base assortie de sûretés ("**Titres Assortis de Sûretés**") constituent des obligations non subordonnées et assorties de sûretés de l'Emetteur et prendront rang *pari passu* entre eux.<br><br>*Dans le cas de Titres W&C émis par BNPP* :<br><br>Les Titres W&C constituent des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur et viennent et viendront au même rang entre eux et au moins avec toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi).<br><br>*Dans le cas de Titres émis par BGL* :<br><br>Les Titres et (s'il y a lieu) les Coupons y afférents constituent des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur et viendront au même rang, à tout moment, et sans aucune préférence entre eux. Les obligations de paiement de l'Emetteur en vertu des Titres et (s'il y a lieu) des Coupons y afférents prendront rang à tous moments, sous réserve des exceptions qui peuvent être prévues par la législation applicable, à tout moment à égalité au moins avec toutes les autres dettes non assorties de sûretés et non subordonnées de l'Emetteur, présentes et futures (autres que les dettes ou obligations monétaires privilégiées en vertu de dispositions impératives de la loi).<br><br>*Dans le cas de Titres émis par BP2F* :<br><br>Les Titres et (s'il y a lieu) les Coupons y afférents constituent des obligations directes, inconditionnelles, non assorties de sûretés, non subordonnées et générales de l'Emetteur, et viendront au même rang (sous réserve des dettes privilégiées en vertu de dispositions impératives des lois applicables), sans aucune préférence entre eux et au moins au même rang et au prorata avec toutes les autres obligations non assorties de sûretés et non subordonnées, présentes et futures, de l'Emetteur, y compris les garanties et autres obligations de nature similaire. |

| Elément | Description de l'Elément | |
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| | | ***Titres Assortis de Sûretés***<br><br>BNPP B.V. consentira, pour les Titres Assortis de Sûretés, une sûreté en faveur de BNP Paribas Trust Corporation UK Limited ou de toute autre entité spécifiée en qualité d'agent des sûretés dans les Conditions Définitives applicables (l'"**Agent des Sûretés**") pour le compte de l'Agent des Sûretés et des détenteurs concernés de Titres, sur des actifs (ces actifs étant ci-après dénommés : les "**Actifs Donnés en Garantie**") qui seront détenus sur des comptes tenus par un dépositaire ou une banque (chacun étant ci-après dénommé : un "**Compte de Garanties**").<br>Une ou plusieurs souches de Titres Assortis de Sûretés pourront être garanties par le même pool d'Actifs Donnés en Garantie (le "**Pool de Garanties**"). Les Actifs Donnés en Garantie figurant dans un Pool de Garanties devront se composer des actifs éligibles spécifiés dans les Conditions Définitives applicables. Les Conditions Définitives applicables spécifieront les Actifs Donnés en Garantie qui composeront le ou les Pools de Garanties pour la souche de Titres Assortis de Sûretés concernée, et préciseront si l'Emetteur fournira ou non des sûretés au titre du montant nominal (la "**valeur nominale**") des Titres Assortis de Sûretés concernés ("**Garantie de la Valeur Nominale**") ou d'une partie de la valeur nominale des Titres Assortis de Sûretés concernés ("**Garantie Partielle de la Valeur Nominale**") ou de la valeur des Titres Assortis de Sûretés, réévaluée à la valeur de marché (« *marked to market* » et, par abréviation « MTM ») ("**Garantie MTM**") ou d'une partie de la valeur des Titres Assortis de Sûretés, réévaluée à la valeur de marché (« *marked to market* » et, par abréviation « MTM ») ("**Garantie Partielle de la MTM**"), ou spécifieront si les Titres Assortis de Sûretés sont des "**Titres Indexés sur des Actifs Donnés en Garantie**". Si les Titres Assortis de Sûretés sont des Titres Indexés sur des Actifs Donnés en Garantie, l'Emetteur fournira des sûretés au titre de la Valeur Nominale des Titres Assortis de Sûretés concernés (ces sûretés étant ci après dénommées : les "**Actifs Donnés en Garantie de Référence**") et, en outre, l'Emetteur fournira des garanties au titre de la valeur réévaluée à la valeur de marché (« *marked to market* ») de l'option sur laquelle est indexée la Formule de Paiement Final relatif aux Titres Assortis de Sûretés (ces sûretés étant ci-après dénommées : les "**Actifs Ajustables MTM**") à moins que les Titres Assortis de Sûretés soient des "Titres Indexés sur des Actifs Donnés en Garantie de Valeur Notionnelle" dans quel cas aucune de ces sûretés ne sera donnée et la valeur de marché d'une telle option ne fera pas l'objet de sûreté.<br><br>L'Emetteur ne détiendra pas les Actifs Donnés en Garantie afférents à des Titres Assortis de Sûretés si lui-même ou l'un de ses affiliés est le propriétaire effectif de ces Titres Assortis de Sûretés.<br><br>Après la survenance de l'un ou plusieurs des cas de défaut applicables aux Titres Assortis de Sûretés (ces cas de défaut incluant le défaut de paiement, |

| Elément | Description de l'Elément | |
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| | | l'inexécution ou le non-respect des obligations de BNPP B.V. ou du Garant en vertu des Titres Assortis de Sûretés, l'insolvabilité ou la liquidation de l'Emetteur ou du Garant) et la délivrance par un titulaire de Titres Assortis de Sûretés d'une notification à cet effet à l'Agent des Sûretés, entre autres, qui n'est pas contestée par BNPP B.V., la sûreté constituée sur chaque Pool de Garanties sera exécutée par l'Agent des Sûretés.<br><br>Si, à la suite de la réalisation ou de l'exécution forcée de la sûreté constituée sur le Pool de Garanties, le montant payé aux titulaires de Titres Assortis de Sûretés pour une souche de Titres Assortis de Sûretés est inférieur au montant payable sur ces titres après cette réalisation ou cette exécution forcée, ce déficit sera irrévocablement garanti par BNPP. Certaines souches de Titres Assortis de Sûretés peuvent stipuler qu'en cas d'exécution forcée de la sûreté constituée sur le Pool de Garanties, les Actifs Donnés en Garantie et/ou la valeur réalisée grâce à la vente des Actifs Donnés en Garantie qui sont vendus en relation avec l'exécution forcée et la livraison, seront livrés aux titulaires de Titres concernés, sans calcul de tout déficit éventuel.<br><br>Le montant payable en vertu des Titres Assortis de Sûretés après la réalisation ou l'exécution forcée de la sûreté constituée sur un Pool de Garanties sera, comme spécifié dans les Conditions Définitives applicables, le Montant de Liquidation de la Valeur de la Sûreté, les Produits de Réalisation de la Valeur de la Sûreté, les Produits de Réalisation de la Valeur Nominale Partielle, le Montant de la Valeur Nominale ou le Montant de la Valeur du Déficit.<br><br>Si les Titres Assortis de Sûretés sont des Titres Indexés sur des Actifs Donnés en Garantie, les Actifs Donnés en Garantie de Référence et/ou la valeur réalisée grâce à la vente des Actifs Donnés en Garantie de Référence qui sont vendus en relation avec l'exécution forcée et la livraison, seront livrés aux titulaires concernés et un montant égal au Montant de Liquidation MTM de la Sûreté sera payable aux titulaires concernés. Si, après la réalisation ou l'exécution forcée de la sûreté constituée sur le Pool de Garanties, le montant payé aux titulaires de Titres grâce à la réalisation des Actifs Ajustables MTM ou, dans le cas de Titres Indexés sur des Actifs Donnés en Garantie de Valeur Notionnelle seulement, le montant payé par BNPP B.V. au titre de la valeur de marché de l'option que BNPP B.V. conclura afin de couvrir ses obligations, est inférieur au Montant de Liquidation MTM de la Sûreté obtenu grâce à cette réalisation, cette exécution forcée ou ce paiement, le montant de ce déficit sera irrévocablement garanti par BNPP.<br><br>**Fiscalité**<br><br>*Dans le cas d'Obligations émises par BNPP B.V :*<br><br>Sous réserve que la Modalité 6.4 soit stipulée applicable dans les Conditions Définitives concernées, tous les paiements relatifs aux Obligations seront effectués libres de toute retenue à la source ou de tout prélèvement libératoire |

| Elément | Description de l'Elément | |
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| | | au titre de tous impôts et taxes imposés par la France ou par toute subdivision politique de celle-ci ou toute autorité française ayant pouvoir de prélever l'impôt (dans le cas de paiements par BNPP en qualité de Garant) ou les Pays-Bas, toute subdivision politique de ceux-ci ou toute autre autorité néerlandaise ayant pouvoir de prélever l'impôt, (dans le cas de paiements par BNPP B.V.), sauf si cette retenue à la source ou ce prélèvement libératoire est exigé(e) par la loi. Si une telle retenue à la source ou un tel prélèvement libératoire est effectué, l'Emetteur ou, selon le cas, le Garant, sera tenu, excepté dans certaines circonstances limitées, de payer des montants additionnels pour couvrir les montants ainsi déduits.<br><br>*Dans le cas d'Obligations émises par BP2F :*<br><br>Sous réserve que la Modalité 6.4 soit stipulée applicable dans les Conditions Définitives concernées, tous les paiements relatifs aux Obligations seront effectués libres de toute retenue à la source ou de tout prélèvement libératoire au titre de tous impôts et taxes imposés par le Luxembourg, toute subdivision politique de celui-ci ou toute autre autorité luxembourgeoise ayant pouvoir de prélever l'impôt, ou, s'il y a lieu (dans le cas du Garant) par la Belgique ou toute subdivision politique de celle-ci ou toute autre autorité belge ayant le pouvoir de prélever l'impôt, sauf si cette retenue à la source ou ce prélèvement libératoire est exigé(e) par la loi. Si une telle retenue à la source ou un tel prélèvement libératoire est effectué, l'Emetteur ou, selon le cas, le Garant, sera tenu, excepté dans certaines circonstances limitées, de payer des montants additionnels pour couvrir les montants ainsi déduits.<br><br>*Dans le cas d'Obligations émises par BGL :*<br><br>Sous réserve que la Modalité 6.4 soit stipulée applicable dans les Conditions Définitives concernées, tous les paiements relatifs aux Obligations seront effectués libres de toute retenue à la source ou de tout prélèvement libératoire au titre de tous impôts et taxes imposés par le Grand-Duché de Luxembourg, juridiction dans laquelle la Succursale Spécifiée (le cas échéant) est située, ou imposés par toute autre juridiction ou par toute subdivision politique de celle-ci ou toute autre autorité de cette juridiction ayant pouvoir de prélever l'impôt, à laquelle l'Emetteur serait soumis au titre des paiements en principal et intérêts effectués par lui au titre des Obligations et des Coupons, sauf si cette retenue à la source ou ce prélèvement libératoire est exigé(e) par la loi. Si une telle retenue à la source ou un tel prélèvement libératoire est effectué, l'Emetteur sera tenu, excepté dans certaines circonstances limitées, de payer des montants additionnels pour couvrir les montants ainsi déduits.<br><br>Si la Modalité 6.4 est stipulée applicable dans les Conditions Définitives concernées, ni l'Emetteur ni le Garant (le cas échéant) ne répondront de, ou ne seront autrement obligés de payer, tout impôt, taxe ou retenue à la source ou d'effectuer tout autre paiement qui pourrait être dû en conséquence de la propriété, du transfert, de la présentation et de la restitution pour paiement de |

| Elément | Description de l'Elément | |
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| | | toute Obligation, ou du recouvrement forcé de toute Obligation, et tous les paiements effectués par l'Emetteur ou le Garant (le cas échéant) le seront sous réserve de tout impôt, taxe, retenue à la source ou autre paiement qui pourrait devoir être payé, effectué ou déduit.<br><br>*Dans le cas des Titres W&C :*<br><br>Le Titulaire devra payer tous les impôts, taxes et/ou frais découlant de l'exercice et du règlement ou du remboursement des Titres W&C et/ou de la livraison ou du transfert des actifs dus en cas de Règlement Physique. L'Emetteur devra déduire des montants payables ou des actifs livrables aux Titulaires certains impôts, taxes et frais non antérieurement déduits des montants payés ou des actifs livrés à des Titulaires, que l'Agent de Calcul déterminera comme attribuables aux Titres W&C.<br><br>*Dans le cas de Titres émis par tout Emetteur*<br><br>Les paiements seront soumis dans tous les cas (i) aux lois et réglementations fiscales ou autres qui leur sont applicables dans le lieu de paiement, mais sans préjudice des dispositions de la Modalité 6 des Modalités des Obligations, (ii) à toute retenue à la source ou tout prélèvement libératoire devant être effectué en vertu d'un accord de la nature décrite à la Section 1471(b) de l'*U.S. Internal Revenue Code* de 1986 (le "**Code**"), ou qui est autrement imposé en vertu des Sections 1471 à 1474 du Code, de toutes réglementations ou conventions prises pour leur application, de toutes leurs interprétations officielles ou (sans préjudice des dispositions de la Modalité 6 des Modalités des Obligations) de toute loi prise pour appliquer une approche intergouvernementale de celles-ci, et (iii) à toute retenue à la source ou tout prélèvement libératoire devant être effectué en vertu de la Section 871(m) du Code.<br><br>***Maintien de l'Emprunt à son Rang***<br><br>*Dans le cas de Titres émis par BNPP B.V., BNPP ou BP2F et si les Titres sont des Titres W&C, par BGL :*<br><br>Les modalités des Titres ne contiendront aucune clause de maintien de l'emprunt à son rang.<br><br>*Dans le cas d'Obligations émises par BGL :*<br><br>Les modalités des Obligations émises par BGL contiennent une clause de maintien de l'emprunt à son rang. Aussi longtemps que ces Obligations ou les Coupons s'y rapportant demeureront en circulation, BGL s'engage à ne pas créer ni laisser exister une hypothèque, un nantissement, un gage, un privilège (autre qu'un privilège naissant exclusivement en application de la loi, dans le cadre de la marche ordinaire des affaires) ou toute autre sûreté grevant tout ou partie de ses biens, actifs ou revenus présents ou futurs, afin de garantir ou |

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| | | cautionner le remboursement de tout endettement extérieur, à moins que ces Obligations et Coupons ne soient simultanément garantis, à égalité et au prorata par telle autre sûreté ou convention ou n'aient le bénéfice de telle autre sûreté ou convention qui devra être approuvée par une résolution extraordinaire des Obligataires.<br><br>"**Endettement extérieur**" désigne toute obligation de remboursement d'une somme revêtant la forme de, ou représentée par, des obligations simples, des obligations garanties ou d'autres titres (a) qui sont payables ou peuvent devoir être payés dans, ou par référence à, toute devise autre que l'euro, et qui, lors de leur émission, ont été offertes hors de Belgique et du Luxembourg par un groupe international de banque ou d'établissements financiers pour plus de 50% du montant émis ; et (b) qui sont, ou sont capables d'être, cotées en bourse, admises à la cote officielle ou habituellement négociées sur toute bourse, sur tout système automatisé de négociation, de gré à gré ou sur tout autre marché de valeurs mobilières.<br><br>***Cas de Défaut***<br><br>Les modalités des Obligations prévoiront des cas de défaut, y compris le défaut de paiement, le défaut d'exécution ou le non-respect des obligations de l'Emetteur ou (s'il y lieu) du Garant en vertu des Titres ; l'insolvabilité ou la liquidation de l'Emetteur ou (s'il y a lieu) du Garant ; (dans le cas de BP2F) : le défaut de paiement par l'Emetteur ou le Garant d'autres dettes contractées ou garanties par l'Emetteur ou le Garant au titre d'emprunts d'un montant au moins égal à 50.000.000 EUR ou sa contre-valeur dans toute autre devise ; (dans le cas de BGL) *:* si toute hypothèque, tout nantissement, toute charge, tout privilège ou toute sûreté grevant la totalité ou une partie substantielle des biens, actifs ou revenus de l'Emetteur, devient exécutoire ou est exécuté, ou tout prêt ou autre dette de l'Emetteur au titre de capitaux empruntés ou levés (autrement qu'en vertu d'un contrat fiduciaire en vertu de la Loi luxembourgeoise du 27 juillet 2007 relative au *trust* et aux contrats fiduciaires, telle que modifiée) devient exigible et payable avant son échéance convenue (autrement qu'à l'option de l'Emetteur ou du créancier), ou si l'Emetteur manque d'effectuer à son échéance tout paiement dû à ce titre, ou ferait défaut à ce titre ou au titre de toute garantie ou obligation d'indemnisation y afférente, si le montant total de ce prêt ou de cette dette est égal ou supérieur à 15.000.000 EUR ou sa contre-valeur dans toute autre devise.<br><br>Les modalités des Titres W&C (à l'exception des Titres Assortis de Sûretés) ne prévoiront pas de cas de défaut. Les Cas de Défaut relatifs aux Titres Assortis de Sûretés sont décrits dans cet Elément C.8, sous le paragraphe « *Titres Assortis de Sûretés* ». |

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| | | ***Assemblées Générales***<br><br>Les modalités des Titres contiendront des dispositions relatives à la convocation d'assemblées générales des titulaires de ces Titres, afin d'examiner des questions affectant leurs intérêts en général. Ces dispositions permettront à des majorités définies de lier tous les titulaires, y compris ceux qui n'auront pas assisté et voté à l'assemblée concernée et ceux qui auront voté d'une manière contraire à celle de la majorité.<br><br>Dans le cas de Titres W&C de droit français, les Conditions Définitives applicables pourront spécifier que les Titulaires de toutes Tranches d'une même Souche, seront automatiquement regroupés, pour la défense de leurs intérêts communs, en une masse (la "**Masse**") ou que les Titulaires ne seront pas regroupés en une Masse.<br><br>***Loi applicable***<br><br>*Dans le cas d'Obligations :*<br><br>Le Contrat de Service Financier des Obligations (tel que modifié, complété et/ou retraité au cours du temps), l'Acte d'Engagement (*Deed of Covenant)* (tel que modifié, complété et/ou retraité au cours du temps), les Garanties au titre des Obligations, les Obligations, les Reçus et les Coupons, et tous engagements non-contractuels découlant ou en lien avec le Contrat de Service Financier des Obligations (tel que modifié, complété et/ou retraité au cours du temps), l'Acte d'Engagement (*Deed of Covenant*) (tel que modifié, complété et/ou retraité au cours du temps), les Garanties, les Obligations (exception faite de ce qui est dit ci-dessus), les Reçus et les Coupons sont régis par le droit anglais, qui gouvernera également leur interprétation.<br><br>*Dans le cas de Titres W&C de droit anglais :*<br><br>Les Titres W&C, le Contrat de Service Financier de droit anglais (tel que modifié ou complété au cours du temps), la Garantie relative aux Titres W&C, et tous engagements non-contractuels découlant des Titres W&C, du Contrat de Service Financier de droit anglais (tel que modifié ou complété au cours du temps) et de la Garantie relative aux Titres W&C seront régis par le droit anglais, qui gouvernera également leur interprétation.<br><br>*Dans le cas de Titres W&C de droit français :*<br><br>Les Titres W&C, le Contrat de Service Financier de droit français (tel que modifié ou complété au cours du temps) et la Garantie BNPP de droit français seront régis par le droit français, qui gouvernera également leur interprétation, et toute action ou procédure y afférente relèvera de la compétence des tribunaux compétents dans le ressort de la Cour d'Appel de Paris. BNPP B.V. élit domicile au siège social de BNP Paribas, actuellement situé 16, boulevard |

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| | | des Italiens, 75009 Paris.<br><br>***Dispositions relatives au Rachat de Certificats régis par le droit français***<br><br>Si cela est indiqué dans les Conditions Définitives applicables, conformément au contrat d'animation de marché (*market making agreement*) en date du 11 avril 2014 conclu avec BNPP B.V., BNP Paribas Arbitrage S.N.C. s'engage à racheter des Certificats régis par le droit français, dans les conditions précisées dans les Conditions Définitives applicables, sous réserve de conditions normales de marché prévalant à ce moment-là. |
| **C.9** | Intérêts/ Remboursement | ***Intérêts***<br><br>Les Warrants ne portent pas intérêts et ne donneront lieu à aucun paiement d'intérêts. Les Obligations et les Certificats peuvent ou non porter ou payer des intérêts (ou, dans le cas des Certificats, un Montant de Prime). Les Obligations et les Certificats qui ne portent ou ne paient pas des intérêts (ou, dans le cas des Certificats, un Montant de Prime) peuvent être offerts ou vendus avec une décote par rapport à leur montant nominal. Les Titres payant des Intérêts/un Montant de Prime donneront lieu au paiement d'intérêts ou d'un montant de prime calculés par référence à un taux fixe, un taux variable et/ou un taux calculé par référence à un ou plusieurs Sous-Jacent(s) de Référence (chacun étant dénommé : un **« Sous-Jacent de Référence»**).<br><br>Dans chaque cas, les intérêts ou le montant de prime seront payables à la date ou aux dates déterminées par l'Emetteur à la date d'émission des Obligations ou Certificats, spécifiés dans les Conditions Définitives applicables et résumés dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables. En outre, le taux d'intérêt et le rendement au titre des Obligations portant intérêts ou des Certificats, payant des intérêts ou un Montant de Prime) à un ou de taux fixe seront ainsi déterminés, spécifiés et résumés.<br><br>Le Taux d'Intérêt ou le Taux du Montant de la Prime pourra être calculé par référence à un taux de référence (notamment le LIBOR ou l'EURIBOR). Le taux de référence et la manière dont ce taux sera calculé en utilisant le taux de référence (y compris toute marge au-dessus ou en-dessous du taux de référence) seront déterminés par l'Emetteur à la date d'émission des Obligations ou Certificats concernés, spécifiés dans les Conditions Définitives applicables et résumés dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables.<br><br>Le Taux d'Intérêt ou le Taux du Montant de la Prime pourra être calculé par référence à un ou plusieurs Sous-Jacent(s) de Référence. Le ou les Sous-Jacent(s) de Référence et la manière dont ce taux sera calculé seront déterminés par l'Emetteur à la date d'émission des Obligations ou Certificats concernés, spécifié(s) dans les Conditions Définitives applicables et résumé(s) |

| Elément | Description de l'Elément | |
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| | | dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables.<br><br>Le Taux d'Intérêt ou le Taux du Montant de la Prime peut être l'un quelconque des taux suivants, comme spécifié dans les Conditions Définitives applicables :<br><br>Taux Fixe<br><br>Taux Variable<br><br>Coupon Fixe SPS<br><br>Coupon Montant Variable SPS<br><br>Coupon Digital<br><br>Coupon Snowball Digital<br><br>Coupon Accrual Digital<br><br>Coupon Stellar<br><br>Coupon Cappuccino<br><br>Coupon Ratchet<br><br>Coupon Driver<br><br>Coupon Nova<br><br>Coupon Sum<br><br>Coupon Option Max<br><br>Coupon FX Vanilla<br><br>Coupon FI Digital<br><br>Coupon FX Digital<br><br>Coupon Range Accrual<br><br>Coupon FX Range Accrual<br><br>Coupon FX Memory<br><br>Coupon Combination Floater<br><br>Coupon PRDC<br><br>Coupon FI Digital Floor |

| Elément | Description de l'Elément | |
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| | | Coupon FI Digital Cap<br><br>Coupon FI Target<br><br>Ces taux et/ou montants d'intérêts ou de prime payables peuvent être soumis à un maximum ou un minimum. Si la clause Option de Changement du Coupon ou Changement Automatique du Coupon est spécifiée comme applicable dans les Conditions Définitives applicables, le taux pourra être changé pour passer d'un taux spécifié à un autre. Si Coupon Switch Additionnel est spécifié comme applicable dans les Conditions Définitives applicables, un Montant Coupon Switch Additionnel sera payable à la Date de Paiement d'Intérêt suivant un tel changement. Les conditions applicables à chaque Souche de ces Titres seront déterminées par l'Emetteur à la date d'émission des Titres concernés, spécifiées dans les Conditions Définitives applicables et résumées dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables.<br><br>***Remboursement***<br><br>Les conditions dans lesquelles les Titres peuvent être remboursés ou exercés (y compris la date d'échéance, la date de remboursement ou la date d'exercice et la date de règlement corrélative, ainsi que le montant payable ou livrable lors du remboursement ou de l'exercice, et toutes dispositions relatives au remboursement anticipé ou à l'annulation) seront déterminées par l'Emetteur à la date d'émission des Titres concernés, spécifiées dans les Conditions Définitives applicables et résumées dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables. Les Obligations peuvent être remboursées par anticipation pour des raisons fiscales, au Montant de Remboursement Anticipé calculé conformément aux Modalités, ou à l'option de l'Emetteur ou à l'option des Obligataires, si les Conditions Définitives applicables le spécifient, au Montant de Remboursement Optionnel spécifié dans les Conditions Définitives applicables. Le Montant de Remboursement Optionnel au titre de chaque montant nominal des Obligations égal au Montant de Calcul sera soit (i) le Montant de Calcul multiplié par le pourcentage spécifié dans les Conditions Définitives applicables ; soit (ii) la Formule de Paiement SPS Call (en cas de remboursement anticipé à l'option de l'Emetteur) ou la Formule de Paiement SPS Put (en cas de remboursement anticipé à l'option des Obligataires).<br><br>Les Titres W&C peuvent être annulés ou remboursés par anticipation si l'exécution des engagements de l'Emetteur en vertu des Titres W&C est devenue illégale ou s'il est devenu impossible ou impraticable, en raison d'un cas de force majeure ou du Fait du Prince, pour l'Emetteur d'exécuter ses engagements en vertu des Titres W&C et/ou de tous accords de couverture connexes. Si les Conditions Définitives applicables le spécifient, les Certificats peuvent être remboursés par anticipation à l'option de l'Emetteur |

| Elément | Description de l'Elément | |
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| | | ou des Titulaires, au Montant de Remboursement Optionnel spécifié dans les Conditions Définitives applicables. Le Montant de Remboursement Optionnel au titre de chaque Certificat sera soit (i) le Montant Notionnel multiplié par le pourcentage spécifié dans les Conditions Définitives applicables ; soit (ii) l'une des Formules de Paiement Call ci-dessous (en cas de remboursement anticipé à l'option de l'Emetteur) ou l'une des Formules de Paiement Put ci-dessous (en cas de remboursement anticipé à l'option des Titulaires) :<br><br>**Formules de Paiement Put**<br><br>Formule de Paiement Put 2210<br><br>Formule de Paiement Put 2300<br><br>Formule de Paiement SPS Put<br><br>**Formules de Paiement Call**<br><br>Formule de Paiement Call 2300<br><br>Formule de Paiement SPS Call.<br><br>Dans le cas de Titres indexés sur un Sous-Jacent de Référence, les Titres peuvent également être annulés ou remboursés par anticipation à la suite de la survenance de certains cas de perturbation ou d'ajustement ou de certains événements exceptionnels ou autres, tels que résumés dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables. Si les Conditions Définitives applicables spécifient que la clause de Changement de Formule de Paiement ou Changement Automatique de Formule de Paiement s'applique, le montant payable ou livrable en cas de remboursement ou d'exercice pourra être changé pour passer d'un montant payable ou livrable à un autre.<br><br>***Obligations à Double Devise***<br><br>Dans le cas d'Obligations à Double Devise, tout montant calculé pour être payable au titre des intérêts (le cas échéant) et tout montant calculé pour être payable au titre du Remboursement des Obligations, sera converti dans la Devise de Règlement au Taux de Change Spécifié ou au Taux de Change de la Devise de Règlement spécifié(e) dans les Conditions Définitives applicables.<br><br>***Indication du Rendement***<br><br>Dans le cas de Titres portant ou payant des intérêts ou un montant de prime à un taux fixe, le rendement sera spécifié dans les Conditions Définitives applicables. Ce rendement sera calculé en appliquant le taux d'intérêt ou le |

| Elément | Description de l'Elément | |
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| | | montant de prime qui, s'il était appliqué rétroactivement à la Date d'Emission à chaque paiement en principal et intérêts devant être effectué en vertu des Titres, rapporterait, à la Date d'Echéance Prévue ou à la Date de Remboursement, des montants égaux au total au Prix d'Emission.<br><br>Le rendement est calculé à la Date d'Emission sur la base du Prix d'Emission et en supposant que les Titres ne font pas l'objet d'une annulation anticipée, ou, s'il y a lieu, qu'aucun Evénement de Crédit ne survient. Il n'est pas une indication du rendement futur.<br><br>Dans le cas de Titres portant ou payant des intérêts ou un montant de prime à un taux autre qu'un taux fixe, il n'est pas possible, en raison de la nature de ces Titres, de déterminer le rendement à la Date d'Emission.<br><br>***Représentant des Titulaires de Titres***<br><br>Aucun représentant des Titulaires de Titres n'a été nommé par l'Emetteur, sauf si, dans le cas des Titres W&C de droit français, cela est spécifié dans les Conditions Définitives applicables.<br><br>Sur les droits s'attachant aux Titres, veuillez également vous référer à l'Elément C.8 ci-dessus. |
| **C.10** | Paiement des intérêts liés à un ou plusieurs instrument(s) dérivé(s) | Les paiements d'intérêts sur certaines Tranches de Titres pourront être déterminés par référence à la performance d'un ou plusieurs Sous-Jacent(s) de Référence spécifié(s).<br><br>Veuillez également vous référer aux Eléments C.9 ci-dessus et C.15 ci-dessous. |
| **C.11** | Admission à la Négociation | Les Titres émis dans le cadre du Programme pourront être admis à la négociation sur Euronext Paris, la Bourse de Luxembourg, la Bourse Italienne, le marché EuroMTF, Euronext Bruxelles, NASDAQ OMX Helsinki Ltd., Nordic Growth Market ou tel autre marché réglementé, organisé ou tel autre système de négociation spécifié dans les Conditions Définitives applicables, ou pourront être émis sans être admis à à la négociation sur un marché réglementé, un marché organisé ou un autre système de négociation. |
| **C.15** | Description de l'impact de la valeur du sous-jacent sur la valeur de l'investissement | Le montant (le cas échéant) payable au titre des intérêts ou du montant de la prime et le montant payable ou les actifs livrables lors du remboursement ou du règlement des Titres sont calculés par référence à un ou plusieurs Sous-Jacent(s) de Référence spécifié(s) dans les Conditions Définitives applicables. |
| **C.16** | Echéance des Titres Dérivés | La Date d'Exercice ou la Date de Remboursement (dans le cas des Titres W&C) ou la Date d'Echéance (dans le cas des Obligations) des Titres sera spécifiée dans les Conditions Définitives applicables. |

| Elément | Description de l'Elément | |
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| **C.17** | Procédure de Règlement | Les Titres peuvent être des titres à règlement en numéraire ou à règlement physique.<br><br>Dans certaines circonstances, l'Emetteur, le Titulaire ou (s'il y a lieu) le Garant pourra modifier le mode de règlement des Titres. |
| **C.18** | Produits des Titres Dérivés | Sur les droits s'attachant aux Titres, voir l'Elément C.8 ci-dessus.<br><br>L'Elément C.9 ci-dessus donne des informations sur les intérêts ou le montant de la prime payables en relation avec les Titres.<br><br>***Remboursement Final – Obligations***<br><br>Si les Titres sont des Obligations, et à moins qu'il n'ait été préalablement remboursé ou racheté et annulé, chaque Titre sera remboursé par l'Emetteur à la Date d'Echéance :<br><br>(a) si les Titres sont des Titres à Règlement en Numéraire, au Montant de Remboursement Final spécifié dans les Conditions Définitives applicables, soit un montant calculé par l'Agent de Calcul égal à la Formule de Paiement Final spécifiée dans les Conditions Définitives applicables ; ou<br><br>(b) si les Titres sont des Titres à Règlement Physique, par livraison des Droits à Règlement Physique, soit la quantité de l'Actif/des Actifs Concernés spécifié(s) dans les Conditions Définitives applicables, égale au Montant des Droits à Règlement Physique spécifié dans les Conditions Définitives applicables.<br><br>***Remboursement Final – Certificats***<br><br>Si les Titres sont des Certificats, et à moins qu'il n'ait été antérieurement remboursé ou racheté et annulé, chaque Titre habilite son titulaire à recevoir de l'Emetteur, à la Date de Remboursement :<br><br>(a) si les Titres sont des Certificats à Règlement en Numéraire, un Montant de Règlement en Numéraire égal à la Formule de Paiement Final spécifiée dans les Conditions Définitives applicables ; ou<br><br>(b) si les Titres sont des Certificats à Règlement Physique, la livraison des Droits à Règlement Physique, soit la quantité de l'Actif/des Actifs Concernés spécifié(s) dans les Conditions Définitives applicables, égale au Montant des Droits à Règlement Physique spécifié dans les Conditions Définitives applicables.<br><br>***Exercice et Règlement – Warrants***<br><br>Si les Titres sont des Warrants, chaque Titre habilite son titulaire, lors de son |

| Elément | Description de l'Elément | |
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| | | exercice en bonne et due forme, à recevoir de l'Emetteur, à la Date de Règlement :<br><br>(a) si les Titres sont des Warrants à Règlement en Numéraire, un Montant de Règlement en Numéraire égal à la Formule de Paiement Final spécifiée dans les Conditions Définitives applicables ; ou<br><br>(b) si les Titres sont des Warrants à Règlement Physique, la livraison des Droits à Règlement Physique, soit la quantité de l'Actif/des Actifs Concernés spécifié(s) dans les Conditions Définitives applicables, égale au Montant des Droits à Règlement Physique spécifié dans les Conditions Définitives applicables.<br><br>Nonobstant ce qui précède, si les Titres sont des Titres Indexés sur un Evènement de Crédit, le remboursement ou le règlement sera d'un montant égal aux, et/ou effectué par livraison des actifs spécifiés dans les Modalités relatives aux Titres Indexés sur un Evènement de Crédit et les Conditions Définitives applicables.<br><br>***Formules de Paiement Final***<br><br>**Formules de Paiement Final ETS**<br><br>Formule de Paiement Final ETS 1100<br><br>Formule de Paiement Final ETS 1120<br><br>Formule de Paiement Final ETS 1200<br><br>Formule de Paiement Final ETS 1230/1<br><br>Formule de Paiement Final ETS 1230/2<br><br>Formule de Paiement Final ETS 1240/1<br><br>Formule de Paiement Final ETS 1240/2<br><br>Formule de Paiement Final ETS 1240/3<br><br>Formule de Paiement Final ETS 1240/4<br><br>Formule de Paiement Final ETS 1250/1<br><br>Formule de Paiement Final ETS 1250/2<br><br>Formule de Paiement Final ETS 1250/3<br><br>Formule de Paiement Final ETS 1250/4<br><br>Formule de Paiement Final ETS 1250/5 |

| Elément | Description de l'Elément | |
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| | | Formule de Paiement Final ETS 1250/6<br>Formule de Paiement Final ETS 1250/7<br>Formule de Paiement Final ETS 1260/1<br>Formule de Paiement Final ETS 1260/2<br>Formule de Paiement Final ETS 1300<br>Formule de Paiement Final ETS 1320/1<br>Formule de Paiement Final ETS 1320/2<br>Formule de Paiement Final ETS 1320/3<br>Formule de Paiement Final ETS 1340/1<br>Formule de Paiement Final ETS 1340/2<br>Formule de Paiement Final ETS 1399<br>Formule de Paiement Final ETS 2100<br>Formule de Paiement Final ETS 2110/1<br>Formule de Paiement Final ETS 2110/2<br>Formule de Paiement Final ETS 2110/3<br>Formule de Paiement Final ETS 2110/4<br>Formule de Paiement Final ETS 2200/1<br>Formule de Paiement Final ETS 2200/2<br>Formule de Paiement Final ETS 2210<br>Formule de Paiement Final ETS 2300<br>Formule de Paiement Final ETS 2300/1<br>**Formules de Paiement Final SPS**<br>Titres SPS Fixed Percentage<br>Titres SPS Reverse Convertible<br>Titres SPS Reverse Convertible Standard<br>Titres Vanilla Call |

| Elément | Description de l'Elément | |
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| | | Titres Vanilla Call Spread<br>Titres Vanilla Put<br>Titres Vanilla Put Spread<br>Titres Vanilla Digital<br>Titres Knock-in Vanilla Call<br>Titres Knock-out Vanilla Call<br>Titres Asian<br>Titres Asian Spread<br>Titres Himalaya<br>Titres Autocall<br>Titres Autocall One Touch<br>Titres Autocall Standard<br>Titres Certi plus: Booster<br>Titres Certi plus: Bonus<br>Titres Certi plus: Leveraged<br>Titres Certi plus: Twin Win<br>Titres Certi plus: Super Sprinter<br>Titres Certi plus: Generic<br>Titres Certi plus: Generic Knock-in<br>Titres Certi plus: Generic Knock-out<br>Titres Ratchet<br>Titres Sum<br>Titres Option Max<br>Titres Stellar<br>Titres Driver<br>**Formule de Paiement FI** |

| Elément | Description de l'Elément | |
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| | | Titres F1 FX Vanilla<br><br>Titres FI Digital Floor<br><br>Titres FI Digital Cap<br><br>Titres FI Digital Plus<br><br>***Montant des Droits à Règlement Physique***<br><br>Livraison du Sous-Jacent le Moins Performant<br><br>Livraison du Sous-Jacent le Plus Performant<br><br>Livraison du Sous-Jacent<br><br>Montant des Droits à Règlement Physique Equivalent<br><br>Si les Conditions Définitives applicables stipulent que la clause Livraison du Sous-Jacent le Moins Performant, Livraison du Sous-Jacent le Plus Performant ou Livraison du Sous-Jacent s'applique, le Montant du Droit à Règlement Physique sera arrondi à la baisse à l'unité la plus proche de chaque Actif Concerné pouvant être livré et, l'Emetteur paiera, au lieu de celui-ci, un montant égal à l'Arrondi et au Montant Résiduel.<br><br>***Remboursement/Exercice Anticipé Automatique***<br><br>S'il survient un Cas de Remboursement Anticipé Automatique (dans le cas des Obligations ou des Certificats) ou un Cas d'Expiration Anticipée Automatique (dans le cas des Warrants), dans chaque cas comme spécifié dans les Conditions Définitives applicables, les Titres seront (i) dans les cas des Obligations et Certificats, remboursés par anticipation au Montant de Remboursement Anticipé Automatique à la Date de Remboursement Anticipé Automatique, ou (ii) dans le cas des Warrants, annulés pour un montant égal au Montant de Paiement en cas d'Expiration Anticipée à la Date d'Expiration Anticipée Automatique.<br><br>Dans le cas des Obligations, le Montant de Remboursement Anticipé Automatique au titre de chaque montant nominal de Titres égal au Montant de Calcul sera égal au Montant de Paiement en cas de Remboursement Anticipé Automatique spécifié dans les Conditions Définitives applicables, ou, s'il n'est pas ainsi spécifié, au montant égal au produit obtenu en multipliant (i) le Montant de Calcul par (ii) la somme du Pourcentage du Remboursement Anticipé Automatique applicable et du Taux AER (Taux de Remboursement Anticipé Automatique) applicable spécifié dans les Conditions Définitives applicables à la Date de Remboursement Anticipé Automatique.<br><br>Dans le cas des Certificats, le Montant de Remboursement Anticipé |

| Elément | Description de l'Elément | |
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| | | Automatique sera égal au Montant de Paiement en cas de Remboursement Anticipé Automatique spécifié dans les Conditions Définitives applicables ou, s'il n'est pas ainsi spécifié, un montant égal au produit obtenu en multipliant (i) le Montant Notionnel de ce Certificat par (ii) la somme du Pourcentage du Remboursement Anticipé applicable et du taux AER (Taux de Remboursement Anticipé Automatique) applicable spécifié dans les Conditions Définitives applicables à la Date de Remboursement Anticipé Automatique.<br><br>Dans le cas des Warrants, le Montant de Paiement en Cas de Remboursement Anticipé Automatique sera égal au Montant de Paiement en cas de Remboursement Anticipé Automatique spécifié dans les Conditions Définitives applicables.<br><br>***Formule de Paiement en cas de Remboursement Anticipé Automatique***<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 2210/1<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 2210/2<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 1230/1<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 1230/2<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 1240/3<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 1250/5<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 1260/1<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 1260/2<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 1320/2<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 1340/1<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 1340/2 |

| Elément | Description de l'Elément | |
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| | | Formule de Paiement en cas de Remboursement Anticipé Automatique 1250/2<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 1250/3<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 1240/1<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 1240/2<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 2200/1<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique 2200/2<br><br>Formule de Paiement en cas de Remboursement Anticipé Automatique SPS<br><br>Remboursement Anticipé Automatique Target<br><br>Remboursement Anticipé Automatique Sous-Jacent FI<br><br>Remboursement Anticipé Automatique Coupon FI<br><br>***Obligations à Double Devise***<br><br>En cas d'Obligations à Remboursement en Double Devise, tout montant calculé pour être payable au titre du Remboursement des Obligations, sera converti dans la Devise de Règlement au Taux de Change Spécifié ou au Taux de Change de la Devise de Règlement spécifié(e) dans les Conditions Définitives applicables. |
| **C.19** | Prix de Référence Final du Sous-Jacent | Si le montant payable au titre des intérêts ou du montant de la prime, ou le montant payable ou les actifs livrables lors du remboursement ou du règlement des Titres est déterminé par référence à un ou plusieurs Sous-Jacent(s) de Référence, le prix de référence final du Sous-Jacent de Référence sera déterminé conformément au mécanisme d'évaluation indiqué dans l'Elément C.10 et l'Elément C.18 ci-dessus, selon le cas. |
| **C.20** | Sous-Jacent de Référence | Un ou plusieurs indices, actions, *global depositary receipts* ("**GDR**"), *American depositary receipts* ("**ADR**"), parts d'un fonds indiciel coté en bourse, titres cotés en bourse, matières premières/marchandises cotées en bourse ou autres produits cotés en bourse (chacun, un "instrument coté en bourse"), titres de créance, contrats à terme sur titres de créance ou contrat d'options sur titres de créance, matières premières/marchandises, indices sur matières premières/marchandises, indices d'inflation, devises, actions ou parts |

| Elément | Description de l'Elément | |
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| | | de fonds, contrats à terme, taux d'intérêt ou taux CMS sous-jacents, actions privilégiées et/ou le crédit d'une ou plusieurs entités de référence.<br><br>Lorsque le Sous-Jacent de Référence est un indice, les Conditions Définitives peuvent spécifier que Valorisation de Prix Future est applicable, auquel cas la valeur de l'indice sera déterminée par référence aux contrats à terme et contrats d'options concernant cet Indice et les Modalités contiendront les stipulations relatives à l'ajustement permettant de prendre en compte les événements en relation avec ces contrats à terme ou contrats d'options.<br><br>Le ou les Sous-Jacent(s) de Référence relatif(s) à une Tranche de Titres seront spécifiés dans les Conditions Définitives applicables. Les Conditions Définitives applicables spécifieront le lieu où des informations relatives au ou aux Sous-Jacent(s) de Référence peuvent être obtenus. |

**Section D – Risques**

| Elément | Description de l'Elément | |
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| **D.2** | Principaux risques propres aux Emetteurs et aux Garants | ***Emetteurs***<br><br>**BNPP**<br><br>Il existe certains facteurs pouvant affecter la capacité de l'Emetteur à remplir ses engagements en vertu des Titres émis dans le cadre du Programme et, s'il y a lieu, celle du Garant à remplir ses obligations en vertu de la Garantie.<br><br>Onze principaux risques sont inhérents aux activités de BNPP :<br><br>a) Risque de Crédit ;<br><br>b) Risque de Contrepartie ;<br><br>c) Titrisation ;<br><br>d) Risque de Marché ;<br><br>e) Risque Opérationnel ;<br><br>f) Risque de Non Conformité et de Réputation ;<br><br>g) Risque de Concentration ;<br><br>h) Risque de Taux du Portefeuille Bancaire;<br><br>i) Risques Stratégiques et Risques liés à l'Activité;<br><br>j) Risque de Liquidité; et |

| Elément | Description de l'Elément | |
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| | | k) Risque de Souscription d'Assurance.<br><br>Des conditions macro-économiques et de marché difficiles ont eu et pourraient continuer à avoir un effet défavorable significatif sur les conditions dans lesquelles évoluent les établissements financiers et en conséquence sur la situation financière, les résultats et le coût du risque de BNPP.<br><br>L'accès de BNPP au financement et les coûts de ce financement pourraient être affectés de manière défavorable en cas de résurgence de la crise de la dette souveraine, de détérioration des conditions économiques, de dégradation de notation, d'accroissement des *spreads* de crédit des États ou d'autres facteurs.<br><br>Toute variation significative des taux d'intérêt est susceptible de peser sur les revenus ou la rentabilité de BNPP.<br><br>La solidité financière et le comportement des autres institutions financières et acteurs du marché pourraient avoir un effet défavorable sur BNPP.<br><br>Les fluctuations de marché et la volatilité exposent BNPP au risque de pertes substantielles dans le cadre de ses activités de marchés et d'investissements.<br><br>Les revenus tirés des activités de courtage et des activités générant des commissions sont potentiellement vulnérables à une baisse des marchés.<br><br>Une baisse prolongée des marchés peut réduire la liquidité et rendre plus difficile la cession d'actifs. Une telle situation pourrait engendrer des pertes significatives.<br><br>Des mesures législatives et réglementaires prises en réponse à la crise financière mondiale pourraient affecter de manière substantielle BNPP ainsi que l'environnement financier et économique dans lequel elle opère.<br><br>BNPP est soumis à une réglementation importante et fluctuante dans les juridictions où il exerce ses activités.<br><br>En cas de non-conformité avec les lois et règlements applicables, BNPP peut être exposé à des amendes significatives et d'autres sanctions administratives et pénales.<br><br>Il y a des risques liés à la mise en œuvre du Plan Stratégique de BNPP.<br><br>BNPP pourrait connaître des difficultés relatives à l'intégration des sociétés acquises et pourrait ne pas réaliser les bénéfices attendus de ses acquisitions. |

| Elément | Description de l'Elément | |
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| | | Une intensification de la concurrence, par des acteurs bancaires et non bancaires, pourrait peser sur ses revenus et sa rentabilité.<br><br>Toute augmentation substantielle des provisions ou tout engagement insuffisamment provisionné peut peser sur les résultats et sur la situation financière de BNPP.<br><br>Malgré les politiques, procédures et méthodes de gestion du risque mises en œuvre, BNPP peut être exposé à des risques non identifiés ou imprévus, susceptibles d'occasionner des pertes significatives.<br><br>Les stratégies de couverture mises en place par BNPP n'écartent pas tout risque de perte.<br><br>Tout préjudice porté à la réputation de BNPP pourrait nuire à sa compétitivité.<br><br>Toute interruption ou défaillance des systèmes informatiques de BNPP peut provoquer des pertes significatives d'informations relatives aux clients, nuire à la réputation de BNPP et provoquer des pertes financières.<br><br>Des événements externes imprévus peuvent provoquer une interruption, des activités de BNPP et entraîner des pertes substantielles ainsi que des coûts supplémentaires.<br><br>**BNPP B.V.**<br><br>Les facteurs de risque suivants sont relatifs à BNPP B.V. : BNPP B.V. est une société opérationnelle. La seule activité de BNPP B.V. consiste à lever des capitaux et à emprunter des fonds via l'émission de titres, tels que des Obligations, Warrants, Certificats ou autres obligations. BNPP B.V. n'a pas, et n'aura pas, d'autres actifs que les contrats de couverture (contrats OTC mentionnés dans les Rapports Annuels), le numéraire et les commissions qui lui sont payées, ou tout autre actif qu'elle aurait acquis, en toute hypothèse en rapport avec l'émission de titres ou la conclusion de toute autre obligation y afférente à un moment donné. BNPP B.V. dispose d'un capital réduit et d'une base de profit limitée. Les produits nets résultant de chaque émission de Titres émis par BNPP B.V. feront partie intégrante des fonds généraux de BNPP B.V. BNPP B.V. utilise ces produits en vue de couvrir son risque de marché en contractant des instruments de couverture auprès de BNP Paribas et des entités de BNP Paribas et/ou, dans le cas de Titres Assortis de Sûretés, en vue d'acquérir des Actifs Donnés en Garantie. La capacité de BNPP B.V. à remplir ses obligations relatives aux titres émis par elle dépendra des paiements qu'elle aura perçus au titre des contrats de couverture. Par conséquent, les Titulaires de titres de BNPP B.V. seront, sous réserve des dispositions de la Garantie pertinente par BNP Paribas, exposés à la capacité de BNP Paribas et d'entités de BNP Paribas à exécuter leurs obligations en |

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| | | vertu de ces contrats de couverture.<br><br>**BGL**<br><br>Les facteurs de risque suivants sont liés à l'activité de BGL :<br><br>(a) Une conjoncture économique et des conditions de marché difficiles pourraient à l'avenir avoir un impact négatif sur l'exploitation des institutions financières, et donc sur la situation financière, les résultats et le coût du risque de BGL.<br><br>(b) Les actions législatives et les mesures règlementaires prises en réponse à la crise financière mondiale pourrait significativement impacter BGL et l'environnement financier et économique dans lequel il opère.<br><br>(c) L'accès au financement de BGL et les conditions de ce financement pourraient être affectés de manière significative en cas de résurgence de la crise de la dette souveraine, de détérioration des conditions économiques, de nouvelles dégradations de notation ou d'autres facteurs.<br><br>(d) Toute augmentation importante des provisions ou toute insuffisance du montant des provisions déjà constatées se traduirait par une détérioration des résultats et de la situation financière de BGL.<br><br>(e) La volatilité et les fluctuations des marchés sont susceptibles d'entraîner des pertes importantes dans le cadre des activités de trading et d'investissement de BGL.<br><br>(f) Le chiffre d'affaires de BGL provenant des activités de courtage et des autres activités générant des rémunérations et des commissions pourrait diminuer pendant les périodes de repli des marchés.<br><br>(g) Une baisse prolongée des marchés peut réduire la liquidité et rendre plus difficile la cession d'actifs. Une telle situation pourrait engendrer des pertes significatives.<br><br>(h) Les évolutions importantes des taux d'intérêt seraient susceptibles d'avoir un impact défavorable sur le résultat des activités bancaires ou la rentabilité de BGL.<br><br>(i) La solidité et le comportement des autres institutions financiers et intervenants de marché sont susceptibles d'affecter BGL de manière défavorable.<br><br>(j) La position concurrentielle de BGL souffrirait en cas d'atteinte à sa réputation. |

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| | | (k) Toute interruption ou intrusion dans les systèmes informatiques de BGL pourrait entraîner une perte d'activité et d'autres pertes.<br><br>(l) Des événements externes imprévus peuvent provoquer une interruption des activités de BGL et entraîner des pertes substantielles ainsi que des coûts supplémentaires.<br><br>(m) BGL est soumise à une réglementation importante et fluctuante dans les pays et régions où elle exerce ses activités.<br><br>(n) Malgré les politiques, procédures et méthodes de gestion du risque mises en œuvre, BGL peut être exposé à des risques non identifiés ou imprévus, susceptibles d'occasionner des pertes significatives.<br><br>(o) Les stratégies de couverture de BGL ne permettent pas nécessairement d'éviter les pertes.<br><br>(p) BGL est confronté à des risques et à des facteurs d'incertitude liés à l'intégration de ses activités après son acquisition par BNP Paribas.<br><br>(q) L'intense concurrence dans l'industrie des services financiers pourrait avoir un impact négatif sur les revenus et la rentabilité de BGL.<br><br>(r) Des litiges ou autres procédures ou actions judiciaires pourraient avoir un impact négatif sur les activités, la situation financière et les résultats d'exploitation de BGL.<br><br>(s) Toute détérioration de la notation de crédit de BNP Paribas ou de la qualité de sa dette serait de nature à affecter BGL de manière défavorable.<br><br>(t) Bien que chaque métier de BGL assure la gestion de ses risques opérationnels, ces risques restent inhérents à tous les métiers de BGL.<br><br>(u) BGL est fortement exposé au risque de contrepartie comme aux risques systémiques.<br><br>(v) La comptabilisation à la juste valeur et l'utilisation d'estimations par BGL sont des facteurs d'incertitude.<br><br>**BP2F**<br><br>On trouvera ci-dessous un récapitulatif de certaines considérations supplémentaires d'investissement liées aux activités de BP2F : |

| Elément | Description de l'Elément | |
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| | | (a) La principale protection de crédit pour les Titres émis par BP2F proviendra des garanties données par BNPPF.<br><br>(b) La capacité de BP2F d'exécuter ses obligations à l'égard du retour structuré au titre des titres structurés peut dépendre de la capacité des contreparties de couverture de respecter leurs obligations en vertu de la couverture.<br><br>(c) La capacité de BP2F à effectuer des paiements prévus par les Titres peut dépendre de la performance d'exploitation des sociétés auxquelles les produits des Titres sont prêtés.<br><br>(d) La situation financière des sociétés opérationnelles auxquelles les produits des Titres sont prêtés peut se détériorer, ce qui peut affecter la capacité de BP2F à effectuer les paiements prévus par les Titres qu'il émet.<br><br>(e) En cas de situations économiques négatives ou difficiles, BP2F peut avoir des difficultés à obtenir des financements supplémentaires.<br><br>(f) Les règles fiscales relatives au prix de transfert au Luxembourg engendrent des coûts additionnels qui peuvent évoluer régulièrement.<br><br>***Garants***<br><br>**BNPP**<br><br>Voir ci-dessus dans le cas de BNPP.<br><br>**BNPPF**<br><br>On trouvera ci-dessous un récapitulatif de certaines considérations supplémentaires d'investissement liées aux activités de BNPPF :<br><br>(a) Des conditions macro-économiques et de marché difficiles, y compris, sans caractère limitatif, les inquiétudes concernant la capacité de certains pays de la Zone Euro à refinancer leur dette, pourraient dans le futur avoir un effet défavorable significatif sur les conditions dans lesquelles évoluent les établissements financiers et sur la situation financière, les résultats et le coût du risque de BNPPF.<br><br>(b) Des mesures législatives et réglementaires prises en réponse à la crise financière mondiale pourraient affecter sensiblement BNPPF ainsi que l'environnement financier et économique dans lequel elle opère.<br><br>(c) L'accès au financement de BNPPF et les conditions de ce |

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| | | financement pourraient être affectés de manière significative en cas d'aggravation de la crise de la dette souveraine, de détérioration des conditions économiques, de dégradation de notation ou d'autres facteurs.<br><br>(d) La solidité financière et le comportement des autres institutions financières et acteurs du marché pourraient avoir un effet défavorable sur BNPPF.<br><br>(e) Les fluctuations des marchés et la volatilité exposent BNPPF à des pertes substantielles sur ses activités de trading et d'investissement pour compte propre.<br><br>(f) Toute augmentation substantielle des provisions ou tout engagement insuffisamment provisionné peut peser sur les résultats et la situation financière de BNPPF.<br><br>(g) Les revenus tirés par BNPPF des activités de courtage et des activités générant des commissions et autres rémunérations sont potentiellement vulnérables à une baisse des marchés.<br><br>(h) Les stratégies de couverture mises en place par BNPPF n'écartent pas tout risque de perte.<br><br>(i) Toute variation significative des taux d'intérêt est susceptible de peser sur les revenus ou la rentabilité de BNPPF.<br><br>(j) Une baisse prolongée des marchés peut réduire la liquidité et rendre plus difficile la cession d'actifs. Une telle situation pourrait engendrer des pertes significatives.<br><br>(k) Les politiques, procédures et méthodes de gestion du risque de BNPPF peuvent exposer l'entreprise à des risques non identifiés imprévus ou incorrectement quantifiés, susceptibles de se traduire par des pertes substantielles.<br><br>(l) Bien que chaque métier de BNPPF assure la gestion de ses risques opérationnels, ces risques restent inhérents à tous les métiers de BNPPF.<br><br>(m) BNPPF est fortement exposé au risque de contrepartie et exposé à des risques systémiques.<br><br>(n) Tout préjudice porté à la réputation de BNPPF pourrait nuire à sa compétitivité.<br><br>(o) Toute interruption ou intrusion dans les systèmes informatiques de BNPPF pourrait entraîner une perte d'activité et d'autres pertes. |

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| | | (p) Des litiges ou autres procédures ou actions judiciaires pourraient avoir un impact négatif sur les activités, la situation financière et les résultats d'exploitation de BNPPF.<br><br>(q) La comptabilisation à la juste valeur et l'utilisation d'estimations sont des facteurs d'incertitude.<br><br>(r) Toute détérioration de la notation de crédit de BNP Paribas ou de la qualité de sa dette serait de nature à affecter BNPPF de manière défavorable.<br><br>(s) Des événements externes imprévus peuvent provoquer une interruption des activités de BNPPF et entraîner des pertes substantielles ainsi que des coûts supplémentaires.<br><br>(t) BNPPF est soumis à une réglementation importante et fluctuante dans les pays et régions où elle exerce son activité.<br><br>(u) Une intensification de la concurrence dans l'industrie des services financiers pourrait peser sur les revenus et la rentabilité de BNPPF. |
| **D.3** | Principaux risques propres aux Titres | Certains facteurs importants permettent d'évaluer les risques de marché liés aux Titres émis dans le cadre du Programme, y compris le fait que (i) les Titres (autres que les Titres Assortis de Sûretés) sont les obligations non assorties de sûretés, (ii) les Titres incluant un effet de levier impliquent un niveau de risque plus élevé et, en cas de pertes sur ces Titres, ces titres peuvent être supérieurs à ceux d'un titre similaire qui n'inclut aucun effet de levier ; (iii) les Certificats Bull and Bear (Paiement ETS 2300) et les Warrants Bull and Bear (Formule de Paiement ETS 2300/1) sont destinés exclusivement à une négociation à court terme, car ils sont évalués sur la base de leur performance journalière globale ; (iv) le cours de négociation des Titres est affecté par plusieurs facteurs, y compris, mais sans caractère limitatif, (concernant les Titres liés à un Sous-Jacent de Référence) le cours du ou des Sous-Jacent(s) de Référence, la durée restant à courir jusqu'à l'expiration ou jusqu'au remboursement et la volatilité, et ces facteurs signifient que le cours de négociation des Titres peut être inférieur au Montant de Remboursement Final, au Montant de Règlement en Numéraire ou à la valeur des Droits à Règlement Physique, (v) dans de nombreux cas, l'exposition au Sous-Jacent de Référence découlera du fait que l'Emetteur concerné conclut des accords de couverture et, en ce qui concerne les Titres indexés sur un Sous-Jacent de Référence, les investisseurs potentiels sont exposés à la performance de ces accords de couverture et aux événements pouvant affecter ces accords, et, par conséquent, la survenance de l'un ou l'autre de ces événements peut affecter la valeur des Titres ; (vi) la garantie |

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| | | associée à une ou plusieurs souche(s) de Titres Assortis de Sûretés peut être insuffisante à retirer le risque de crédit d'un Titulaire, sur l'Emetteur (vii) le fait que les Titres peuvent être soumis à un montant de négociation minimum ; en conséquence, si un Titulaire détient, à la suite du transfert de Titres quelconques, un montant de Titres inférieur au montant de négociation minimum ainsi spécifié, ce Titulaire ne sera pas autorisé à transférer ses Titres restants avant l'expiration ou le remboursement, selon le cas, sans acheter préalablement un nombre de Titres additionnels suffisant pour détenir le montant de négociation minimum ; (viii) des limitations à l'exercice de Warrants peuvent signifier qu'un Titulaire n'est pas en mesure d'exercer tous les Warrants qu'il désire exercer à une date particulière si l'Emetteur a l'option de limiter le nombre de Warrants exerçables à une date quelconque, ou qu'il peut être tenu de vendre ou d'acheter des Warrants (en encourant des frais d'opération dans chaque cas) afin de réaliser son investissement, si un nombre minimum de Warrants doit être exercé, (ix) dans le cas de Warrants, des variations du Montant de Règlement en Numéraire pendant l'intervalle entre le moment où un Titulaire donne des instructions d'exercice et le moment où le Montant de Règlement en Numéraire est déterminé pourraient entraîner une baisse du Montant de Règlement en Numéraire, (x) si les Conditions Définitives en disposent ainsi, l'Emetteur peut discrétionnairement choisir de modifier le règlement des Titres, (xi) les Certificats Open End et les Certificats OET n'ont aucune échéance prédéterminée et peuvent être remboursés à toute date déterminée par l'Emetteur concerné, discrétionnairement, et l'investissement dans ces Certificats Open End et ces Certificats OET entraîne des risques additionnels par rapport à d'autres Certificats, en raison du fait que la date de remboursement ne peut pas être déterminée par l'investisseur, (xii) le règlement peut être différé à la suite de la survenance ou de l'existence d'un Cas de Perturbation du Règlement et, dans ces cas, l'Emetteur peut payer un Prix de Règlement en Numéraire à la suite d'un Cas de Perturbation (qui peut être inférieur à la juste valeur de marché des Droits à Règlement Physique) au lieu de livrer les Droits à Règlement Physique, (xiii) la survenance d'un cas de perturbation additionnel ou d'un cas de perturbation additionnel optionnel peut conduire à un ajustement des Titres, à une annulation (dans le cas de Warrants) ou à un remboursement anticipé (dans le cas d'Obligations et de Certificats) ou peut avoir pour conséquence que le montant payable à la date de remboursement prévue soit différent de celui qui devrait être payé à ladite date de remboursement prévue, de telle sorte que la survenance d'un cas de perturbation additionnel et/ou d'un cas de perturbation additionnel optionnel peut avoir un effet défavorable sur la valeur ou la liquidité des Titres, (xiv) dans certaines circonstances, le règlement peut être reporté ou effectué en Dollars américains si la Devise de Règlement spécifiée dans les Conditions Définitives applicables n'est pas librement transférable, convertible ou livrable, (xv) des frais et impôts peuvent être payables sur les Titres, (xvi) les Titres peuvent être annulés (dans le cas de Warrants) ou remboursés (dans le |

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| | | cas de Titres et Certificats) en cas d'illégalité ou autre impossibilité pratique, et cette annulation ou ce remboursement peut avoir pour conséquence qu'un investisseur ne réalise aucun retour sur son investissement dans les Titres, (xvii) les clauses relatives aux assemblées générales des Titulaires permettent à des majorités définies de lier tous les Titulaires, (xviii) toute décision judiciaire, tout changement de la pratique administrative ou tout changement de la loi anglaise ou de la loi française, selon le cas, intervenant après la date du Prospectus de Base, pourrait avoir un impact défavorable significatif sur la valeur des Titres ainsi affectés, (xix) une réduction de la notation (éventuelle) accordée aux titres d'emprunt en circulation de l'Emetteur ou du Garant (s'il y a lieu) par une agence de notation de crédit pourrait entraîner une réduction de la valeur de négociation des Titres, (xx) certains conflits d'intérêts peuvent surgir (voir Elément E.4 ci-dessous), (xxi) le seul moyen permettant à un Titulaire de réaliser la valeur d'un Titre avant sa Date d'Exercice, sa Date d'Echéance ou sa Date de Remboursement, selon le cas, consiste à le vendre à son cours de marché au moment considéré sur un marché secondaire disponible, et il peut n'y avoir aucun marché secondaire pour les Titres (ce qui pourrait signifier qu'un investisseur doit attendre jusqu'à l'exercice ou jusqu'au remboursement des Titres pour réaliser une valeur supérieure à sa valeur de négociation), (xxii) un marché secondaire actif ne peut jamais être établi ou peut être non liquide, ce qui peut nuire à la valeur à laquelle un investisseur pourrait vendre ses Titres (les investisseurs pourraient subir une perte partielle ou totale du montant de leur investissement). Pour certaines émissions de Titres, BNP Paribas Arbitrage S.N.C. est tenue d'agir comme teneur de marché. Dans ces circonstances, BNP Paribas Arbitrage S.N.C. s'efforcera de maintenir un marché secondaire pendant toute la durée de vie des Titres, sous réserve des conditions normales de marché et soumettra au marché des cours acheteur et des cours vendeur. L'écart (*spread*) entre le cours acheteur et le cours vendeur peut évoluer durant la durée de vie des Titres. Néanmoins, durant certaines périodes il peut être difficile, irréalisable ou impossible pour BNP Paribas Arbitrage S.N.C. de coter des prix "bid" et "offer" et en conséquence il peut être difficile, irréalisable ou impossible d'acheter ou vendre ces Titres durant ces périodes. Cela peut être dû, par exemple, à des conditions défavorables sur le marché, à des prix volatiles ou à des fluctuations importantes du prix, à la fermeture d'une place financière importante ou à des problèmes techniques, tels que la défaillance ou le dysfonctionnement d'un système informatique ou celui d'un réseau internet. Dans certaines circonstances au début d'une période d'offre relative à des Titres mais préalablement à la date d'émission, certaines informations spécifiques (plus particulièrement le Taux d'Intérêt fixe, le Taux d'Intérêt Minimum et/ou le Taux d'Intérêt Maximum payable, la Marge appliquée au taux d'intérêt variable payable, le *Gearing* appliqué à l'intérêt ou à la Formule de Paiement Final, le Gearing Up appliqué à la Formule de Paiement Final, (dans le cas des Titres Autocall, des Titres Autocall One Touch ou des Titres Autocall Standard) le composant Taux FR de la Formule de Paiement Final |

| Elément | Description de l'Elément | |
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| | | (qui sera payable si certaines conditions sont remplies, tel que précisé dans les Modalités relatives aux Formules de Paiement Final), le Taux AER Exit utilisé si un Evénement de Remboursement Anticipé Automatique se produit, le Coupon Bonus composant de la Formule de Paiement Final (dans le cas de Titres Vanilles Digitaux), tout Pourcentage Constant (étant l'un des Pourcentage Constant, Pourcentage Constant 1, Pourcentage Constant 2, Pourcentage Constant 3 ou Pourcentage Constant 4) composant de la Formule de Paiement Final (qui sera payable si certaines conditions sont remplies, tel que précisé dans les Modalités relatives aux Formules de Paiement Final), et/ou le Niveau Knock-in et/ou le Niveau Knock-out utilisé pour s'assurer si un Evènement Knock-In ou un Evènement Knock-out, selon le cas, est survenu) pourraient ne pas être connues mais les Conditions Définitives indiqueront une fourchette indicative. Dans certaines circonstances, les investisseurs potentiels devront prendre leur décision d'investissement dans les Titres sur la base de cette fourchette avant que le Taux d'Intérêt définitif, le Taux d'Intérêt Minimum définitif, le Taux d'Intérêt Maximum définitif, la Marge définitive, le Gearing définitif, le Gearing Up définitif, le Taux FR définitif, le Taux AER définitif, le Coupon Bonus définitif, tout pourcentage constant définitif, le Knock-in Level définitif et/ou le Knock-out Level définitif, selon le cas, qui s'appliqueront aux Titres leur soient notifiés. La notification des taux, niveaux ou pourcentages définitifs, selon le cas, sera publiée de la même manière que les Conditions Définitives.<br><br>Il existe des risques spécifiques applicables aux Obligations à Double Devise, y compris, sans limitation, l'exposition aux fluctuations des taux de change qui peuvent entraîner des fluctuations significatives dans la valeur des Obligations, le paiement du principal et/ou des intérêts peut intervenir à un autre moment ou dans une autre devise que celui (celle) prévu(e), les investisseurs ne bénéficieront pas de l'évolution favorable des taux de change pendant la durée des Obligations à Double Devise pour lesquelles un taux prédéterminé de change est applicable, le prix de marché de ces Obligations peut être volatil, les Titulaires peuvent avoir besoin de fournir des informations supplémentaires pour recevoir des paiements dans une devise et la non transmission de ces informations dans les délais impartis pourrait entraîner des retards de paiement ou, dans certaines circonstances, décharger l'Emetteur de ses obligations de paiement, le règlement dans la Devise de Règlement peut entraîner un rendement plus faible que si le règlement avait été fait dans la Devise Spécifiée en raison du risque sur de taux de change, et les Titulaires peuvent, dans des circonstances selon lesquelles il n'est pas possible d'effectuer les paiements du principal et/ou des intérêts dans la Devise de Règlement, ne recevoir aucun intérêt et risquent de perdre la totalité ou une partie significative de leur capital.<br><br>En outre, il existe des risques spécifiques liés aux Titres qui sont indexés sur un Sous-Jacent de Référence (y compris des Titres Hybrides), et un investissement dans ces Titres entraînera des risques significatifs que ne |

| Elément | Description de l'Elément | |
|---|---|---|
| | | comporte pas un investissement dans un titre de créance conventionnel. Les facteurs de risque liés aux Titres indexés sur un Sous-Jacent de Référence incluent : (i) dans le cas de Titres Indexés sur Indice : l'exposition à un ou plusieurs indices, un cas d'ajustement et de perturbation du marché ou le défaut d'ouverture d'une bourse, qui peuvent avoir un effet défavorable sur la valeur de la liquidité des Titres, (ii) dans le cas de Titres Indexés sur Action : l'exposition à une ou plusieurs actions, des risques de marché similaires à ceux liés à un investissement direct dans un titre de capital, *global depositary receipt* ("**GDR**") ou *American depositary receipt* ("**ADR**"), des cas d'ajustement potentiels ou des événements exceptionnels affectant les actions, un dérèglement du marché ou le défaut d'ouverture d'une bourse, qui peuvent avoir un effet défavorable sur la valeur et la liquidité des Titres, (iii) dans le cas de Titres Indexés sur Matières Premières/Marchandises : l'exposition à une ou plusieurs matières premières/marchandises et/ou à un indice sur matières premières/marchandises, des risques de marchés similaires à ceux d'un investissement direct dans une matière première/marchandise, et des cas de dérèglement du marché et d'ajustement qui peuvent avoir un effet défavorable sur la valeur ou la liquidité des Titres, des retards dans la détermination du niveau final d'un indice sur matières premières/marchandises provoquant des retards de paiement du Montant de Règlement en Numéraire, du Montant de Remboursement, du Montant de Remboursement Final, selon le cas ; (iv) dans le cas de Titres Indexés sur ETI : l'exposition à une ou plusieurs parts dans un fonds indiciel coté en bourse, un titre coté en bourse, une matière première/marchandise cotée en bourse ou tout autre produit coté en bourse (chacun, un "**instrument coté en bourse**" (« **ETI** »)), des risques similaires à ceux d'un investissement direct dans un instrument coté en bourse, le fait que le montant payable sur des Titres Indexés sur ETI peut être inférieur et, dans certaines circonstances, significativement inférieur au rendement d'un investissement direct dans le ou les ETI concerné(s), des cas d'ajustement potentiel ou des événements exceptionnels affectant les instruments cotés en bourse, un cas de dérèglement du marché ou le défaut d'ouverture d'une bourse peuvent avoir un effet défavorable sur la valeur et la liquidité des Titres ; (v) dans le cas de Titres Indexés sur l'Inflation : l'exposition à un indice d'inflation et des ajustements ; (vi) dans le cas de Titres Indexés sur Devise : l'exposition à une devise, des risques de marché similaires à ceux d'un investissement direct dans une devise et un cas de dérèglement du marché ; (vii) dans le cas de Titres Indexés sur Fonds : l'exposition à une action ou part de fonds, des risques similaires à ceux d'un investissement direct dans un fonds, le fait que le montant payable sur des Titres Indexés sur Fonds peut être inférieur au montant payable en cas d'investissement direct dans le ou les Fonds concerné(s), des événements exceptionnels concernant le fonds qui peuvent avoir un effet défavorable sur la valeur ou la liquidité des Titres ; (viii) dans le cas de Titres Indexés sur Contrats à Terme : l'exposition à un contrat à terme, des risques de marché similaires à ceux d'un investissement direct dans un |

| Elément | Description de l'Elément | |
|---|---|---|
| | | contrat à terme, un cas de dérèglement du marché ou le défaut d'ouverture d'une bourse, qui peuvent avoir un effet défavorable sur la valeur et la liquidité des Titres ; (ix) dans le cas de Titres Indexés sur un Evénement de Crédit : l'exposition au risque de crédit d'une ou plusieurs entités de référence ; (x) dans le cas de Titres à Taux d'Intérêt Indexé sur Sous-Jacent : l'exposition à un intérêt sous-jacent ou taux CMS ; (xi) dans le cas de Certificats d'Actions Privilégiées : l'exposition à une action privilégiée et l'émetteur d'une action privilégiée, le fait que les investisseurs risquent de perdre tout ou partie de leur investissement si la valeur des actions privilégiées n'évolue pas dans la direction attendue, le fait que les Certificats d'Actions Privilégiées peuvent être remboursés par anticipation dans certaines circonstances ; (xii) dans le cas de Titres Indexés sur Titres de Créance : l'exposition à un titre de créance, des risques de marché similaires à ceux d'un investissement direct en titre de créance, et un cas de dérèglement du marché ; (xiii) dans le cas de Titres de Créance ou de Titres Indexés lorsque Valorisation Prix Future est applicable, l'exposition aux contrats à terme ou contrats d'options liés à des instruments de dettes synthétiques (dans le cas de Titres de Créance) ou un indice (dans le cas de Titres Indexés), des risques de marché similaires à un investissement direct dans de tels contrats à terme ou contrats d'options et des cas de dérèglement de marché ; et (xiv) le fait que, sauf stipulation contraire des Conditions Définitives applicables, l'Emetteur ne fournira pas d'informations post-émission sur le Sous-Jacent de Référence.<br><br>Il existe en outre des risques spécifiques liés à des Titres indexés sur un Sous-Jacent de Référence provenant d'un marché émergent ou en développement (y compris, sans caractère limitatif, les risques liés à l'incertitude politique et économique, des politiques gouvernementales défavorables, des restrictions en matière d'investissement étranger et de convertibilité monétaire, des fluctuations des taux de change, le risque lié à des niveaux d'information et de réglementation plus faibles, des incertitudes à propos du statut, de l'interprétation et de l'application des lois, des frais de garde accrus, des difficultés administratives et une plus forte probabilité de survenance d'un cas de perturbation ou d'ajustement). Les titres négociés sur des marchés émergents ou en voie de développement tendent à être moins liquides et leurs cours plus volatils. Il existe également des risques spécifiques liés aux Titres Dynamiques, qui sont intrinsèquement plus complexes, ce qui rend leur évaluation difficile en termes de risque à la date d'achat et après.<br><br>Dans certaines situations (incluant, sans limitation, en conséquence de restrictions sur la convertibilité de la devise et/ou de restrictions de transfert), il peut ne pas être possible pour l'Emetteur de réaliser les paiements relatifs aux Titres dans la Devise de Règlement spécifiée dans les Conditions Définitives applicables. Dans ces situations, le paiement du principal et/ou des intérêts peut intervenir à un moment différent et/ou être effectué en Dollars américains et la valeur du marché de ces Titres peut être volatile. |

| Elément | Description de l'Elément | |
|---|---|---|
| | | Dans certaines circonstances, les Titulaires peuvent perdre la valeur intégrale de leur investissement.<br><br>Des risques supplémentaires s'attachant à une émission de Titres décrits dans la section « Facteurs de Risque » du Prospectus de Base peuvent être résumés dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables. |
| **D.6** | Avertissement sur les Risques | Voir Elément D.3 ci-dessus.<br><br>En cas d'insolvabilité de l'Emetteur ou si ce dernier est autrement incapable de rembourser les Titres ou n'est pas disposé à les rembourser à leur échéance, un investisseur peut perdre tout ou partie de son investissement dans les Titres. Si les Titres sont garantis et si le Garant est dans l'incapacité de remplir ses obligations en vertu de la Garantie à leur échéance, ou n'est pas disposé à les remplir, un investisseur peut perdre tout ou partie de son investissement dans les Titres. En outre, dans le cas de Titres indexés sur un Sous-Jacent de Référence, les investisseurs peuvent perdre tout ou partie de leur investissement dans les Titres en conséquence de l'application des modalités des Titres. |

**Section E - Offre**

| Elément | Description de l'Elément | |
|---|---|---|
| **E.2b** | Raisons de l'offre et utilisation du produit de celle-ci | *Dans le cas de Titres émis par BNPP B.V., ou BNPP :*<br><br>Les produits nets de l'émission des Titres seront affectés aux besoins généraux de financement de l'Emetteur. Ces produits pourront être utilisés pour maintenir des positions sur des contrats d'options ou des contrats à terme ou d'autres instruments de couverture.<br><br>*Dans le cas de Titres émis par BP2F :*<br><br>Les produits nets de chaque émission des Titres par BP2F seront affectés par BP2F pour ses besoins généraux de financement. Si les produits d'une émission particulière doivent faire l'objet d'une utilisation spécifique, celle-ci sera identifiée dans les Conditions Définitives applicables.<br><br>*Dans le cas de Titres émis par BGL :*<br><br>Les produits nets de l'émission des Titres seront affectés aux besoins généraux de financement de l'Emetteur, y compris la réalisation d'un bénéfice. Si les produits d'une émission particulière doivent faire l'objet d'une utilisation spécifique, celle-ci sera identifiée dans les Conditions Définitives applicables. |

| Elément | Description de l'Elément | |
|---|---|---|
| **E.3** | Modalités et conditions de l'offre | Les titres émis en vertu du Programme peuvent être offerts au public dans le cadre d'une Offre Non-exemptée en France, en Belgique, au Danemark, en Finlande, en France, en Allemagne, en Grèce, en Hongrie, en Irlande, en Italie, au Luxembourg, au Portugal, en Espagne, en Suède, en République Tchèque et au Royaume-Uni.<br><br>Les modalités et conditions de chaque offre de Titres seront déterminées d'un commun accord entre l'Emetteur et les Agents Placeurs concernés à la date de l'émission et spécifiées dans les Conditions Définitives applicables. Un Investisseur qui a l'intention d'acquérir ou qui acquiert des Titres dans le cadre d'une Offre Non-exemptée auprès d'un Offreur Autorisé le fera, et les offres et ventes de tels titres à un Investisseur par cet Offreur Autorisé se feront conformément aux conditions et autres modalités en place entre cet Offreur Autorisé et l'Investisseur en question, notamment en ce qui concerne le prix, les attributions et les conditions de règlement. |
| **E.4** | Intérêt de personnes physiques et morales pouvant influer sur l'émission/l'offre | Les Agents Placeurs concernés peuvent recevoir des commissions en relation avec toute émission de Titres dans le cadre du Programme. Ces Agents Placeurs et leurs affiliés peuvent également avoir conclu et pourront conclure à l'avenir des opérations de banque d'investissement et/ou de banque commerciale avec l'Emetteur et le Garant (éventuel) et leurs affiliés respectifs et pourront leur fournir d'autres services dans le cadre de l'exercice de leur activité courante.<br><br>Différentes entités du Groupe BNPP (y compris les Emetteurs et les Garants) et leurs Affiliés peuvent assumer différents rôles en relation avec les Titres, y compris celui d'Emetteur des Titres, d'Agent de Calcul des Titres, et d'émetteur, sponsor ou agent de calcul du/des Sous-Jacent(s) de Référence, et peuvent également se livrer à des activités de négociation (y compris des activités de couverture) portant sur le Sous-Jacent de Référence et d'autres instruments ou produits dérivés s'appuyant sur le Sous-Jacent de Référence ou y afférents, qui peuvent générer des conflits d'intérêts potentiels.<br><br>L'Agent de Calcul ou l'Agent de Calcul des Sûretés peut être un Affilié de l'Emetteur ou du Garant (s'il y a lieu) concerné, et des conflits d'intérêts potentiels peuvent exister entre l'Agent de Calcul et les titulaires des Titres.<br><br>Les Emetteurs, les Garants et leurs Affiliés peuvent également émettre d'autres instruments dérivés au titre du Sous-Jacent de Référence et peuvent agir en qualité de membre d'un syndicat de placement d'offres futures d'actions ou autres titres se rapportant à une émission de Titres, ou peuvent agir en qualité de conseiller financier de certaines sociétés ou de sociétés dont les actions ou autres titres sont inclus dans un panier, ou en qualité de banque commerciale pour ces sociétés.<br><br>En ce qui concerne les Titres Indexés sur des ETI et les Titres Indexés sur des |

| Elément | Description de l'Elément | |
|---|---|---|
| | | Fonds, l'Emetteur concerné ou l'un ou plusieurs de ses Affiliés peuvent se livrer de temps à autre à des opérations avec l'ETI ou le Fonds concerné, selon le cas, ou avec des sociétés dans lesquelles un ETI ou un Fonds (selon le cas) investit, et peuvent être rémunérés pour la fourniture de ces services. Ces activités pourraient générer certains conflits d'intérêts.<br><br>En ce qui concerne les Titres Indexés sur des Actions Privilégiées, et outre la fourniture de services d'agence de calcul à l'Emetteur de ces Actions Privilégiées, BNP Paribas Arbitrage S.N.C. ou l'un quelconque de ses Affiliés peut jouer des rôles supplémentaires ou différents se rapportant à l'Emetteur des Actions Privilégiées et toutes autres séries d'actions privilégiées, et peut conclure des contrats avec l'Emetteur des Actions Privilégiées et/ou des opérations se rapportant à l'Emetteur des Actions Privilégiées, aux actions privilégiées ou à l'un quelconque des actifs des sous-jacents de référence; en conséquence, BNP Paribas Arbitrage S.N.C. peut se trouver confronté à un conflit entre ses obligations en qualité d'Agent de Calcul des Actions Privilégiées et/ou les intérêts de ses affiliés agissant en d'autres qualités. |
| **E.7** | Dépenses facturées à l'investisseur par l'Emetteur | Il n'est pas prévu que l'Emetteur facture des dépenses aux investisseurs en relation avec toute émission de Titres dans le cadre du Programme. |

**PRO FORMA ISSUE SPECIFIC SUMMARY OF THE PROGRAMME IN RELATION TO THIS BASE PROSPECTUS (IN FRENCH)**

## MODELE DE RÉSUMÉ DU PROGRAMME SPÉCIFIQUE A L'ÉMISSION EN RELATION AVEC LE PROSPECTUS DE BASE

*Les résumés sont établis sur la base des éléments d'informations (ci-après les "**Eléments**") présentés dans les sections A à E (A.1 à E.7) ci- dessous. Le présent résumé contient tous les Eléments requis pour ce type de Titres [,][ et] d'Emetteur [et de Garant]. Dans la mesure où certains Eléments ne sont pas requis, des écarts dans la numérotation des Eléments présentés peuvent être constatés. Par ailleurs, pour certains des Eléments requis pour ce type de Titres [,][ et] d'Emetteur [et de Garant(s)], il est possible qu'aucune information pertinente ne puisse être fournie au titre de cet Elément. Dans ce cas, une brève description de l'Elément concerné est présentée dans le Résumé et est accompagnée de la mention « Sans objet ».*

**Section A - Introduction et avertissements**

| Elément | Description de l'Elément | |
|---|---|---|
| **A.1** | Avertissement général selon lequel le résumé doit être lu comme une introduction et disposition concernant les actions en justice | • **Le présent résumé doit être lu comme une introduction au Prospectus de Base et aux Conditions Définitives applicables. Dans ce résumé, sauf précision contraire et à l'exception de l'utilisation qui en est faite au premier paragraphe de l'Elément D.3, "Prospectus de Base" signifie le Prospectus de Base de BNPP B.V., BNPP, BP2F, BNPPF et BGL, en date du 9 juin 2015 tel que modifié ou complété à tout moment par des suppléments. Au premier paragraphe de l'Elément D.3, "Prospectus de Base" signifie le Prospectus de Base de BNPP B.V., BNPP, BP2F, BNPPF et BGL en date du 9 juin 2015.**<br>• **Toute décision d'investir dans les Titres concernés doit être fondée sur un examen exhaustif du Prospectus de Base dans son ensemble, y compris tous documents incorporés par référence et les Conditions Définitives applicables.**<br>• **Lorsqu'une action concernant l'information contenue dans le Prospectus de Base et les Conditions Définitives applicables est intentée devant un tribunal d'un Etat Membre de l'Espace Economique Européen, l'investisseur plaignant peut, selon la législation nationale de l'État Membre où l'action est intentée, avoir à supporter les frais de traduction de ce Prospectus de Base et des Conditions Définitives applicables avant le début de la procédure judiciaire.**<br>• **Aucune responsabilité civile ne sera recherchée auprès de l'Emetteur [ou du Garant] dans cet Etat Membre sur la seule base du présent résumé, y compris sa traduction, à moins que le contenu du résumé ne soit jugé trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base et des Conditions Définitives applicables, ou, une fois les dispositions de la Directive 2010/73/UE transposées dans cet** |

| Elément | Description de l'Elément | |
|---|---|---|
| | | **Etat Membre, à moins qu'il ne fournisse pas, lu en combinaison avec les autres parties du Prospectus de Base et des Conditions Définitives applicables, les informations clés (telles que définies à l'Article 2.1(s) de la Directive Prospectus) permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans les Titres.** |
| **A.2** | Consentement à l'utilisation du Prospectus de Base, période de validité et autres conditions y afférentes | [Sans objet – les Titres n'ont pas été offerts au public sous forme d'une Offre Non-exemptée.]<br><br>[*Consentement :* Sous réserve des conditions mentionnées ci-dessous, l'Emetteur consent à l'utilisation du Prospectus de Base pour les besoins de la présentation d'une Offre Non-exemptée de Titres par les Agents Placeurs [, [*noms des intermédiaires financiers spécifiques énumérés dans les Conditions Définitives*],] [et] [par chaque intermédiaire financier dont le nom est publié sur le site Internet de [BNPP (https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx)] [BGL (www.bgl.lu)] [BP2F (www.bp2f.lu) et BNPPF (www.bnpparibasfortis.be/emissions)] qui sont identifiés comme un Offreur Autorisé au titre de l'Offre Non-exemptée concernée [ainsi que tout intermédiaire financier qui est habilité à faire de telles offres en vertu de la législation applicable transposant la Directive concernant les marchés d'instruments financiers (Directive 2004/39/CE), à condition que l'intermédiaire financier en question publie sur son site Internet la déclaration suivante (les passages entre crochets devant être complétés par les informations pertinentes) :<br><br>*"Nous, [indiquer la dénomination de l'intermédiaire financier], nous référons à l'offre des [indiquer l'intitulé des Titres concernés] (les "**Titres**") décrits dans les Conditions Définitives en date du [indiquer la date] (les "**Conditions Définitives**") publiées par [●] (l'"**Emetteur**"). En considération de l'offre faite par l'Emetteur de consentir à notre utilisation du Prospectus de Base (tel que défini dans les Conditions Définitives) en relation avec l'offre des Titres dans [préciser les États Membres]durant la Période d'Offre et sous réserve des autres conditions auxquelles ce consentement est soumis, telles qu'elles sont chacune définies dans le Prospectus de Base, nous acceptons par les présentes l'offre faite par l'Emetteur conformément aux Conditions de l'Offreur Autorisé (tel que défini dans le Prospectus de Base) et confirmons que nous utilisons le Prospectus de Base en conséquence."*.]<br><br>*Période d'Offre :* Le consentement de l'Emetteur visé ci-dessus est donné pour des Offres Non-exemptées de Titres pendant [*préciser ici la période d'offre de l'émission*] (la "**Période d'Offre**").<br><br>*Conditions du consentement :* Les conditions du consentement de l'Emetteur [(outre les conditions visées ci-dessus)] sont telles que ce consentement (a) n'est valable que pendant la Période d'Offre ; et (b) ne porte que sur l'utilisation du Prospectus de Base pour faire des Offres Non-exemptées de la |

| Elément | Description de l'Elément | |
|---|---|---|
| | | Tranche de Titres concernée en [*préciser chaque Etat Membre dans lequel la Tranche de Titres concernée peut être offerte].*<br><br>**UN INVESTISSEUR QUI A L'INTENTION D'ACHETER OU QUI ACHETE DES TITRES DANS UNE OFFRE NON-EXEMPTÉE AUPRÈS D'UN OFFREUR AUTORISÉ LE FERA, ET LES OFFRES ET VENTES DE TELS TITRES À UN INVESTISSEUR PAR CET OFFREUR AUTORISÉ SE FERONT CONFORMÉMENT AUX TERMES ET CONDITIONS DE L'OFFRE EN PLACE ENTRE CET OFFREUR AUTORISÉ ET L'INVESTISSEUR EN QUESTION, NOTAMMENT EN CE QUI CONCERNE LES ARRANGEMENTS CONCERNANT LE PRIX, LES ALLOCATIONS, LES DEPENSES ET LE RÈGLEMENT. LES INFORMATIONS ADEQUATES SERONT ADRESSEES PAR L'OFFREUR AUTORISÉ AU MOMENT DE CETTE OFFRE.]** |

**Section B - Emetteur [et Garant]**

| Elément | Description de l'Elément | |
|---|---|---|
| **B.1** | Raison sociale et nom commercial de l'Emetteur | [*A indiquer si BNPP B.V. est l'Emetteur :* BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**" ou l'"**Emetteur**").]<br><br>[*A indiquer si BNPP est l'Emetteur :* BNP Paribas ("**BNPP**", la "**Banque**" ou l'"**Emetteur**").]<br><br>[*A indiquer si BGL est l'Emetteur :* BGL BNP Paribas ("**BGL**" ou l'"**Emetteur**").]<br><br>[*A indiquer si BP2F est l'Emetteur :* BNP Paribas Fortis Funding ("**BP2F**" ou l'"**Emetteur**").] |
| **B.2** | Domicile/ forme juridique/ législation/ pays de constitution | [*A indiquer si BNPP B.V. est l'Emetteur :*<br><br>L'Emetteur a été constitué aux Pays-Bas sous la forme d'une société non cotée en bourse à responsabilité limitée de droit néerlandais, et son siège social est situé Herengracht 537, 1017 BV Amsterdam, Pays-Bas.]<br><br>[*A indiquer si BNPP est l'Emetteur :*<br><br>L'Emetteur a été constitué en France sous la forme d'une société anonyme de droit français et agréé en qualité de banque, dont le siège social est situé 16, boulevard des Italiens – 75009 Paris, France.]<br><br>[*A indiquer si BGL est l'Emetteur :* |

| Elément | Description de l'Elément | |
|---|---|---|
| | | L'Emetteur a été constitué au Grand-Duché de Luxembourg sous la forme d'une société à responsabilité limitée de droit luxembourgeois, et son siège social est situé 50 avenue J.F. Kennedy, L-2951 Luxembourg, Grand-Duché de Luxembourg.]<br><br>[*A indiquer si BP2F est l'Emetteur :*<br><br>L'Emetteur a été constitué au Grand-Duché de Luxembourg sous la forme d'une société anonyme de droit luxembourgeois, et son siège social est situé 19, rue Eugène Ruppert, L—2453 Luxembourg, Grand-Duché de Luxembourg.] |
| **B.4b** | Informations sur les tendances | [A indiquer si BNPP est l'Emetteur:<br><br>**Conditions macroéconomiques.**<br><br>L'environnement macroéconomique et de marché affecte les résultats de BNPP. Compte tenu de la nature de son activité, BNPP est particulièrement sensible aux conditions macroéconomiques et de marché en Europe, qui ont connu des perturbations au cours des dernières années.<br><br>En 2014, l'économie mondiale a lentement poursuivi son redressement mais certaines incertitudes demeurent, en particulier en Europe où la performance économique a été plus faible que les prévisions au second semestre 2014. Les prévisions économiques du FMI et de l'OCDE[5] pour l'année 2015 prévoient la poursuite d'une croissance modérée pour les économies développées mais avec des divergences entre les pays, y compris dans la zone euro, où les prévisions de croissance restent faibles dans certains pays (notamment en France et en Italie). Les prévisions sont similaires pour les marchés émergents (à savoir, une croissance modérée avec des zones de fragilité). Les risques de court terme pesant sur la croissance économique soulignés par le FMI incluent des tensions géopolitiques plus importantes et une volatilité accrue des marchés financiers; les risques de moyen terme soulignés incluent quant à eux une croissance faible ou une stagnation dans les pays développés. Dans la zone euro, le risque déflationniste, toujours présent, a néanmoins été réduit par l'annonce de mesures non conventionnelles de la BCE.<br><br>**Législation et Réglementations Applicables aux Institutions Financières.**<br><br>La législation et les réglementations applicables aux institutions financières qui ont un impact sur BNPP connaissent une évolution significative. Les mesures qui ont été proposées et/ou adoptées au cours des dernières années comprennent des exigences plus strictes en matière de capital et de liquidité |

[5] Voir notamment : International Monetary Fund. World Economic Outlook (WEO) Update, January 2015 : Gross Currents ; International Monetary Fund. 2014 ; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014) ; OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014.

| Elément | Description de l'Elément | |
|---|---|---|
| | | (notamment pour les grands groupes bancaires tels que le Groupe BNPP), des taxes sur les transactions financières, des restrictions et des taxes sur la rémunération des salariés, des limitations aux activités bancaires commerciales et la séparation au sein de filiales dédiées, voire l'interdiction, de certaines activités considérées comme spéculatives, des restrictions sur les types de produits financiers, des exigences accrues en matière de contrôle interne et de transparence, des règles de conduite des affaires plus strictes, la compensation et un reporting obligatoires des opérations sur instruments dérivés, des obligations de limiter les risques relatifs aux dérivés OTC et la création de nouvelles autorités réglementaires renforcées.<br><br>Les mesures adoptées récemment ou qui sont (ou dont les mesures d'application sont) encore en projet, qui ont, ou sont susceptibles d'avoir un impact sur BNPP, comprennent notamment : l'ordonnance française du 27 juin 2013 relative aux établissements de crédit et aux sociétés de financement, entrée en vigueur le 1er janvier 2014, la loi française du 26 juillet 2013 de séparation et de régulation des activités bancaires et ses décrets et arrêtés d'application et l'ordonnance du 20 février 2014 portant diverses dispositions d'adaptation de la législation au droit de l'Union Européenne en matière financière, la Directive et le Règlement du Parlement Européen et du Conseil sur les fonds propres réglementaires dits « CRD 4/CRR » du 26 juin 2013 (et leurs actes délégués et actes d'exécution), dont un nombre important de dispositions sont applicables depuis le 1er janvier 2014, les normes techniques de réglementation et d'exécution relatives à la Directive et au Règlement CRD 4/CRR élaborées par l'Autorité Bancaire Européenne, la désignation de BNPP en tant qu'institution financière d'importance systémique par le Conseil de Stabilité Financière et la consultation sur un standard international commun de capacité d'absorption des pertes (« total loss-absorbing capacity », « TLAC ») pour les établissements bancaires d'importance systémique, la consultation sur la réforme structurelle du secteur bancaire de l'Union Européenne de 2013 et la proposition de Règlement du Parlement Européen et du Conseil du 29 janvier 2014 relatif à des mesures structurelles améliorant la résilience des établissements de crédit de l'UE, la proposition de Règlement du Parlement Européen et du Conseil du 18 septembre 2013 sur les indices de référence, le Règlement du Parlement Européen et du Conseil du 16 avril 2014 sur les abus de marché et la Directive du Parlement Européen et du Conseil du 16 avril 2014 relative aux sanctions pénales applicables aux abus de marché, la Directive et le Règlement du Parlement Européen et du Conseil concernant les marchés d'instruments financiers du 15 mai 2014, le Mécanisme européen de Surveillance Unique piloté par la Banque Centrale Européenne adopté en octobre 2013 (Règlement du Conseil du 15 octobre 2013 confiant à la Banque Centrale Européenne des missions spécifiques ayant trait aux politiques en matière de surveillance prudentielle des établissements de crédit et le Règlement du Parlement Européen et du Conseil du 22 octobre 2013 |

| Elément | Description de l'Elément | |
|---|---|---|
| | | instituant une Autorité européenne de surveillance en ce qui concerne des missions spécifiques confiées à la Banque Centrale Européenne (et leurs actes délégués et actes d'exécution)) ainsi que l'ordonnance du 6 novembre 2014 portant diverses dispositions d'adaptation de la législation au mécanisme de surveillance unique des établissements de crédit, la Directive du Parlement Européen et du Conseil du 16 avril 2014 relative aux systèmes de garantie des dépôts renforçant la protection des dépôts des citoyens en cas de faillite bancaire (et ses actes délégués et actes d'exécution), la Directive du Parlement Européen et du Conseil du 15 mai 2014 établissant un cadre pour le Redressement et la Résolution des Banques, harmonisant les outils pour traiter d'éventuelles crises bancaires, le Mécanisme de Résolution Unique adopté par le Parlement européen le 15 avril 2014 (Règlement du Parlement Européen et du Conseil du 15 juillet 2014 établissant des règles et une procédure uniformes pour la résolution des établissements de crédit et de certaines entreprises d'investissement dans le cadre d'un mécanisme de résolution unique et d'un fonds de résolution bancaire unique, et ses actes délégués et actes d'exécution) instituant le Conseil de Résolution Unique en tant qu'autorité de mise en œuvre du Mécanisme de Résolution Unique et instituant le Fonds de Résolution Unique, le Règlement délégué sur le système provisoire d'acomptes sur les contributions visant à couvrir les dépenses administratives du Conseil de Résolution Unique au cours de la période provisoire adopté par la Commission européenne le 8 octobre 2014, le Règlement d'exécution du Conseil du 19 décembre 2014 définissant des conditions uniformes d'application des contributions ex ante au Fonds de Résolution unique, le règlement final de la Réserve Fédérale des États-Unis imposant des règles prudentielles accrues pour les opérations américaines des banques étrangères de taille importante, la « Règle Volcker » sur l'encadrement des investissements ou des sponsorships dans les fonds spéculatifs et les fonds de capital investissement ainsi que des opérations pour comptes propres des banques américaines et étrangères, adoptée par les autorités de régulation américaines en décembre 2013, ainsi que le règlement final concernant le maintien des risques crédit (« credit risk retention ») adopté le 22 octobre 2014. Au-delà de ces mesures, l'investisseur doit être conscient qu'à tout moment les autorités réglementaires, prudentielles ou politiques de tout pays sont susceptibles de prendre de nouvelles décisions impactant les banques ou le système financier dans son ensemble et dont l'effet sur BNPP peut être significatif.]<br><br>[A indiquer si BP2F est l'Emetteur :<br><br>**Conditions Macroéconomiques**<br><br>L'environnement de marché et macroéconomique a un impact sur les résultats de BP2F. Compte tenu de la nature de son activité, BP2F est particulièrement sensible aux conditions de marché et macroéconomiques en Europe, qui ont connu des perturbations au cours des dernières années. |

| Elément | Description de l'Elément | |
|---|---|---|
| | | En 2014, l'économie mondiale a lentement poursuivi son redressement mais certaines incertitudes demeurent, en particulier en Europe où la performance économique a été plus faible que les prévisions au second semestre 2014. Les prévisions économiques du FMI et de l'OCDE[6] pour l'année 2015 prévoient la poursuite d'une croissance modérée pour les économies développées mais avec des divergences entre les pays, y compris dans la zone euro, où les prévisions de croissance restent faibles dans certains pays (notamment en France et en Italie). Les prévisions sont similaires pour les marchés émergents (à savoir, une croissance modérée avec des zones de fragilité). Les risques de court terme pesant sur la croissance économique soulignés par le FMI incluent des tensions géopolitiques plus importantes et une volatilité accrue des marchés financiers; les risques de moyen terme soulignés incluent quant à eux une croissance faible ou une stagnation dans les pays développés. Dans la zone euro, le risque déflationniste, toujours présent, a néanmoins été réduit par l'annonce de mesures non conventionnelles de la BCE.<br><br>BP2F est dépendante de BNPPF. BP2F est détenue à 99,995% par BNPPF et est spécifiquement impliquée dans l'émission de titres tels que les Obligations, Warrants ou Certificats ou les autres obligations qui sont développés, mis en place et vendus auprès des investisseurs via des intermédiaires, y compris BNPPF. BP2F conclut des opérations de couverture avec BNPPF et avec d'autres entités du Groupe BNP Paribas. Dès lors, les Informations sur les Tendances relatives à BNPPF doivent également s'appliquer à BP2F. BP2F peut également conclure des opérations de couverture avec un tiers n'appartenant pas au Groupe BNP Paribas.]<br><br>[A indiquer si BGL est l'Emetteur :<br><br>**Conditions Macroéconomiques**<br><br>L'environnement de marché et macroéconomique a un impact sur les résultats de BGL. Compte tenu de la nature de son activité, BGL est particulièrement sensible aux conditions de marché et macroéconomiques en Europe, qui ont connu des perturbations au cours des dernières années.<br><br>En 2014, l'économie mondiale a lentement poursuivi son redressement mais certaines incertitudes demeurent, en particulier en Europe où la performance économique a été plus faible que les prévisions au second semestre 2014. Les prévisions économiques du FMI et de l'OCDE[7] pour l'année 2015 prévoient la poursuite d'une croissance modérée pour les économies développées mais |

[6] Voir notamment : International Monetary Fund. World Economic Outlook (WEO) Update, January 2015 : Gross Currents ; International Monetary Fund. 2014 ; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014) ; OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014.

[7] Voir notamment : International Monetary Fund. World Economic Outlook (WEO) Update, January 2015 : Gross Currents ; International Monetary Fund. 2014 ; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014) ; OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014.

| Elément | Description de l'Elément | |
|---|---|---|
| | | avec des divergences entre les pays, y compris dans la zone euro, où les prévisions de croissance restent faibles dans certains pays (notamment en France et en Italie). Les prévisions sont similaires pour les marchés émergents (à savoir, une croissance modérée avec des zones de fragilité). Les risques de court terme pesant sur la croissance économique soulignés par le FMI incluent des tensions géopolitiques plus importantes et une volatilité accrue des marchés financiers; les risques de moyen terme soulignés incluent quant à eux une croissance faible ou une stagnation dans les pays développés. Dans la zone euro, le risque déflationniste, toujours présent, a néanmoins été réduit par l'annonce de mesures non conventionnelles de la BCE.<br><br>**Législation et Réglementations Applicables aux Institutions Financières**<br><br>La législation et les réglementations applicables aux institutions financières qui ont un impact sur BGL connaissent une évolution significative dans le sillage de la crise financière globale. Les mesures qui ont été proposées et/ou adoptées au cours des dernières années comprennent des exigences plus strictes en matière de capital et de liquidité (notamment pour les grands groupes bancaires tels que le Groupe BNP Paribas), des taxes sur les transactions financières, des restrictions et des taxes sur la rémunération des salariés, des limitations aux activités bancaires commerciales et la séparation au sein de filiales dédiées, voire l'interdiction, de certaines activités considérées comme spéculatives, des restrictions sur les types de produits financiers, des exigences accrues en matière de contrôle interne et de transparence, des règles de conduite des affaires plus strictes, la compensation et un reporting obligatoires des opérations sur instruments dérivés, des obligations de limiter les risques relatifs aux dérivés OTC et la création de nouvelles autorités réglementaires renforcées. Les mesures adoptées récemment ou encore en projet, qui ont, ou sont susceptibles d'avoir un impact sur BGL, comprennent notamment la Directive 2013/36/UE concernant l'accès à l'activité des établissements de crédit et la surveillance prudentielle des établissements de crédit et des entreprises d'investissement (la "**CRD IV**") et le Règlement (UE) n°575/2013 du Parlement Européen et du Conseil du 26 juin 2013 concernant les exigences prudentielles applicables aux établissements de crédit et aux entreprises d'investissement et modifiant le Règlement (UE) n°648/2012 (le "**CRR**") concernant les exigences prudentielles (l'ensemble connu sous le nom de "**Paquet CRD IV**"), en date du 26 juin 2013. La plupart des dispositions du Règlement CRR est applicable depuis le 1er Janvier 2014 (telles que décrites dans la Circulaire 14/583 de la CSSF relative à l'entrée en vigueur du Règlement CRR), complétée par le Règlement n°14-01 de la CSSF concernant la transposition de certaines facultés prévues par le Règlement (UE) n°575/2013 et par les normes techniques de réglementation et d'exécution relatives à la Directive CRD IV et au Règlement CRR élaborées par l'EBA, la consultation sur la réforme structurelle du secteur bancaire de l'Union Européenne de 2013 et la proposition de la Commission Européenne de réforme structurelle du secteur |

| Elément | Description de l'Elément | |
|---|---|---|
| | | bancaire européen du 29 janvier 2014, la proposition de Règlement sur les indices de référence, le mécanisme européen de surveillance unique, le projet européen de mécanisme de résolution unique et le projet de directive européenne sur le redressement et la résolution des banques; le Règlement (UE) n°1024/2013 du Conseil (le "**Règlement MSU**") mettant en place le Mécanisme de Surveillance Unique ("**MSU**") et le Règlement (UE) n°468/2014 de la BCE du 16 avril 2014 établissant le cadre de la coopération au sein du Mécanisme de Supervision Unique entre la Banque Centrale Européenne et les autorités compétentes nationales et les autorités désignées nationales (le "**Règlement-cadre MSU**") ; la Directive Européenne 2014/49/UE du 16 avril 2014 relative aux systèmes de garantie des dépôts; le règlement final concernant les banques étrangères relatif à certaines exigences en matière de liquidités, fonds propres et autres éléments prudentiels adopté par la Réserve Fédérale des États-Unis, la proposition de la Réserve Fédérale concernant les ratios de liquidité des banques de taille importante ainsi que la Règle « Volcker » sur l'encadrement des investissements ou des sponsorships dans les hedge funds et les fonds de capital investissement ainsi que des opérations pour comptes propres, récemment adoptée par les autorités de régulation américaines. Au-delà de ces mesures, l'investisseur doit être conscient qu'à tout moment les autorités règlementaires, prudentielles ou politiques de tout pays sont susceptibles de prendre de nouvelles décisions impactant les banques ou le système financier dans son ensemble et dont l'effet sur BGL peut être significatif.]<br><br>[A indiquer si BNPP B.V. est l'Emetteur :<br><br>BNPP B.V. est dépendante de BNPP. BNPP B.V. est une filiale intégralement détenue par BNPP et qui est particulièrement impliquée dans l'émission de titres tels que des Obligations, Warrants ou Certificats ou d'autres obligations qui sont développées, mises en place ou vendues à des investisseurs par d'autres sociétés du Groupe BNPP (y compris BNPP). Les titres sont couverts par l'acquisition d'instruments de couverture auprès de BNP Paribas et d'entités de BNP Paribas tel que décrit dans l'Elément D.2 ci-dessous. Par conséquent, les Informations sur les tendances décrites pour BNPP doivent également s'appliquer à BNPP B.V.] |
| **B.5** | Description du Groupe | [*A indiquer si BNPP B.V. est l'Emetteur :* BNPP B.V. est une filiale intégralement détenue par BNP Paribas. BNP Paribas est la société mère ultime d'un groupe de sociétés et gère les opérations financières de ses sociétés filiales (collectivement : le "**Groupe BNPP**").]<br><br>[*A indiquer si BNPP est l'Emetteur* : BNPP est un leader européen des services bancaires et financiers et possède quatre marchés domestiques de banque de détail en Europe : la Belgique, la France, l'Italie et le Luxembourg. Il est présent dans 75 pays et compte près de 188.000 collaborateurs, dont plus de 147.000 en Europe. BNPP est la société mère du |

| Elément | Description de l'Elément | |
|---|---|---|
| | | Groupe BNP Paribas (le "**Groupe BNPP**").]<br><br>[*A indiquer si BGL est l'Emetteur :* BGL est une filiale de BNP Paribas Fortis SA/NV qui est elle-même une filiale de BNP Paribas. BNP Paribas est la société mère ultime d'un groupe de sociétés et gère les opérations financières de ses sociétés filiales (collectivement, le "**Groupe BNPP**").]<br><br>[*A indiquer si BP2F est l'Emetteur :* BNP Paribas Fortis Funding est une filiale de BNP Paribas Fortis SA/NV et agit en qualité de véhicule financier de BNP Paribas Fortis SA/NV et des sociétés contrôlées par BNP Paribas Fortis SA/NV. BNP Paribas Fortis SA/NV est elle-même une filiale de BNP Paribas qui est la société mère ultime d'un groupe de sociétés et gère les opérations financières de ses sociétés filiales (collectivement, le "**Groupe BNPP**").] |
| **B.9** | Prévision ou estimation du bénéfice | Le plan de développement 2014-2016 du Groupe confirme le choix du modèle de banque universelle. Le plan de développement 2014-2016 vise à accompagner les clients dans un environnement en évolution.<br><br>Le Groupe définit cinq grands axes stratégiques pour 2016 :<br><br>• renforcer la proximité avec les clients<br><br>• simple : simplifier notre organisation et nos modes de fonctionnement<br><br>• efficient / poursuivre l'amélioration de l'efficacité opérationnelle<br><br>• adapter certains métiers à leur environnement économique et règlementaire<br><br>• réussir les initiatives de développement<br><br>BNPP poursuit la mise en œuvre de son plan de développement 2014-2016 dans un contexte de taux bas et doit tenir compte de la création de nouvelles taxes et réglementations. |
| **B.10** | Réserves contenues dans le rapport d'audit | [Sans objet, il n'existe aucune réserve dans le rapport d'audit sur les informations financières historiques contenues dans le Prospectus de Base.] [Le rapport d'audit sur les informations financières historiques contenues dans le Prospectus de Base contient la/les réserve(s) suivante(s) : [décrire la/les réserve(s)].] |
| **B.12** | Informations financières historiques clés sélectionnées :<br><br>*[A insérer si BNPP B.V. est l'Emetteur :*<br><br>Données Financières Annuelles Comparées – En EUR | |

| | **31/12/2014** | **31/12/2013** |
|---|---|---|

| Elément | Description de l'Elément | | |
|---|---|---|---|
| | Produit Net Bancaire | 432.263 | 397.608 |
| | Résultat Net, part du Groupe | 29.043 | 26.749 |
| | Total du bilan | 64.804.833.465 | 48.963.076.836 |
| | Capitaux Propres (part du Groupe) | 445.206 | 416.163] |
| | [*A insérer si BNPP est l'Emetteur :*<br><br>Données Financières Annuelles Comparées - En millions d'EUR | | |
| | | **31/12/2014 (audités)** | **31/12/2013*(audités)** |
| | Produit Net Bancaire | 39.168 | 37.286 |
| | Coût du Risque | (3.705) | (3.643) |
| | Résultat Net, part du Groupe | 157 | 4.818 |
| | ** Données retraitées par application des normes IFRS10, IFRS11 et IAS32 révisée* | | |
| | | **31/12/2014** | **31/12/2013*** |
| | Ratio Common Equity Tier 1 (Bâle 3 plein, CRD 4) | 10,3% | 10,3% |
| | | **31/12/2014 (audités)** | **31/12/2013* (audités)** |
| | Total du bilan consolidé | 2.077.759 | 1.810.522 |
| | Total des prêts et créances sur la clientèle | 657.403 | 612.455 |
| | Total des dettes envers la clientèle | 641.549 | 553.497 |
| | Capitaux Propres (part du Groupe) | 89.410 | 87.433 |
| | ** Données retraitées par application des normes IFRS10, IFRS11 et IAS32 révisée* | | |
| | Données Financières Intermédiaires Comparées – En millions d'EUR | | |
| | | **1Q15** | **1Q14*** |
| | Produit Net Bancaire | 11.065 | 9.911 |
| | Coût du Risque | (1.044) | (1.084) |

| Elément | Description de l'Elément | | |
|---|---|---|---|
| | Résultat Net, part du Groupe | 1.648 | 1.403 |
| | | **31/03/2015** | **31/12/2014*** |
| | Ratio Common Equity Tier 1 (Bâle 3 pleinement appliqué, CRD 4) | 10,3% | 10,3% |
| | Total du bilan consolidé | 2.392.177 | 2.077.758 |
| | Total des prêts et créances sur la clientèle | 696.737 | 657.403 |
| | Total des dettes envers la clientèle | 688.645 | 641.549 |
| | Capitaux Propres (part du Groupe) | 93.921 | 89.458 |
| | ** Données retraitées par application de l'interprétation IFRIC 21*] | | |
| | [*A insérer si BGL est l'Emetteur :*<br><br>Données Financières Annuelles Comparées – En millions d'EUR | | |
| | | **31/12/2014** | **31/12/2013** |
| | Produit Net Bancaire | 1.346,8 | 1.351,9 |
| | Coût du Risque | (35,7) | (21,5) |
| | Résultat Net, part du Groupe | 342,5 | 336,9 |
| | Ratio Common Equity Tier 1 | 22,4% | 25,7% |
| | Ratio Tier 1 | 22,4% | 25,7% |
| | Total du bilan consolidé | 41.096,9 | 40.224,5 |
| | Total des prêts et créances sur la clientèle | 24.570,8 | 24.990,2 |
| | Total des dettes envers la clientèle | 19.780,7 | 19.467,0 |
| | Capitaux Propres (part du Groupe) | 6.082,9 | 5.701,5 |
| | ** Données retraitées par application de la norme IFRS11*] | | |
| | [*A insérer si BP2F est l'Emetteur :*<br><br>Données Financières Annuelles Comparées : | | |
| | | **31/12/2014**<br>EUR | **31/12/2013**<br>EUR |

| Elément | Description de l'Elément | | |
|---|---|---|---|
| | Postes sélectionnés du Bilan | | |
| | *Actif* | | |
| | Actifs immobilisés financiers (Montants détenus par des entreprises affiliées) | 5.470.070.451 | 5.167.738.500 |
| | Actifs courants (Montants dus par des entreprises affiliées venant à échéance à moins d'un an) | 415.475.284 | 235.086.058 |
| | Total de l'actif | 5.977.141.866 | 5.501.021.541 |
| | | | |
| | *Passif* | | |
| | Capital et réserves | 6.691.167 | 7.046.710 |
| | Dettes subordonnées | 1.233.153.404 | 1.656.721.743 |
| | Dettes non subordonnées | | |
| | Prêts non-convertibles | | |
| | - à moins d'un an | 358.648.783 | 201.683.146 |
| | - à plus d'un an | 3.808.557.061 | 3.326.487.586 |
| | | | |
| | Compte de Résultat : postes sélectionnés | | |
| | Produits d'immobilisations financières générés par des entreprises affiliées | 128.272.799 | 129.660.813 |
| | Résultat | 431.761.255 | 388.490.879 |
| | Intérêts et autres charges financières | 401.166.435 | 335.364.583 |
| | Bénéfice de l'exercice | 844.457 | 1.109.807 |
| | *Déclarations relatives à l'absence de changement significatif ou de changement défavorable significatif*<br><br>Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale du Groupe BNPP depuis le [31 décembre 2014 (date de clôture de la dernière période comptable pour laquelle des états financiers audités ont été publiés)]. Il ne s'est produit aucun changement défavorable significatif dans les perspectives de BNPP ou du Groupe BNPP depuis le [31 décembre 2014 (date de clôture de la dernière période comptable pour laquelle des états financiers audités ont été publiés)] | | |

| Elément | Description de l'Elément | |
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| | [Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale de [BNPP B.V.][BP2F][BGL] depuis le 31 décembre 2014] et il ne s'est produit aucun changement défavorable significatif dans les perspectives de [BNPP B.V.][BP2F][BGL] depuis le 31 décembre 2014] | |
| **B.13** | Evénements impactant la solvabilité de l'Emetteur | [Sans objet, à la date du présent Prospectus de Base et à la connaissance de l'Emetteur, il ne s'est produit aucun événement récent qui présente un intérêt significatif pour l'évaluation de la solvabilité de l'Emetteur depuis le 31 décembre 2014.] [*Indiquer les événements récents qui présentent un intérêt significatif pour l'évaluation de la solvabilité de l'Emetteur*]. |
| **B.14** | Dépendance à l'égard d'autres entités du groupe | *[Indiquer si BNPP est l'Emetteur:* Sous réserve du paragraphe suivant, BNPP n'est pas dépendant des autres membres du Groupe BNPP.<br><br>En avril 2004 est entrée en fonctionnement la co-entreprise « BNP Paribas Partners for Innovation » (BP²I) qui, constituée avec IBM France fin 2003, délivre des services d'infrastructure de production informatique pour BNP Paribas SA et plusieurs de ses filiales françaises (BNP Paribas Personal Finance, BP2S, BNP Paribas Cardif…) ou européennes (Suisse, Italie). Mi-décembre 2011, le dispositif contractuel avec IBM France a été renouvelé et prorogé jusqu'à fin 2017. Fin 2012, un accord a été conclu en étendant ce dispositif à BNP Paribas Fortis en 2013.<br><br>BP²I est placée sous le contrôle opérationnel d'IBM France ; BNP Paribas exerce une forte influence sur cette entité qu'elle détient à parts égales avec IBM France : les personnels de BNP Paribas mis à disposition de BP²I composent la moitié de son effectif permanent, les bâtiments et centres de traitement sont la propriété du Groupe, la gouvernance mise en œuvre garantit contractuellement à BNP Paribas une surveillance du dispositif et sa réintégration au sein du Groupe si nécessaire.<br><br>ISFS, société détenue à 100 % par le groupe IBM, assure également des services d'infrastructure de production informatique pour BNP Paribas Luxembourg.<br><br>La production informatique de BancWest est assurée par un fournisseur externe : Fidelity Information Services. La production informatique de Cofinoga France est assurée par SDDC, société détenue à 100 % par IBM.]<br><br>[*Indiquer, si BNPP n'est pas l'Emetteur :* L'Emetteur est dépendant de BNPP et d'autres membres du Groupe. Voir également l'Elément B.5 ci-dessus.]<br><br>[*Indiquer, si BNPP B.V. est l'Emetteur :* BNPP B.V. est dépendante de BNPP. BNPP B.V. est une filiale intégralement détenue par BNPP et qui est particulièrement impliquée dans l'émission de titres tels que des Obligations, Warrants ou Certificats ou autres obligations qui sont développées, mises en place ou vendues à des investisseurs par d'autres sociétés du Groupe BNPP (y compris BNPP). Les titres sont couverts par l'acquisition d'instruments de couverture auprès de BNP Paribas et d'entités de BNP Paribas tel que décrit |

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| | | dans l'Elément D.2 ci-dessous.]<br><br>[*Indiquer, si BGL est l'Emetteur :* Les Infrastructures Informatiques de BGL ont une certaine dépendance avec d'autres entités au sein du Groupe BNPP qui peut être résumée comme suit :<br><br>• L'activité *corporate and institutional banking* (CIB) de BGL partage la plupart de ses plateformes d'Infrastructures Informatiques de ses back et front office avec BNPP ; et<br><br>• D'autres lignes d'activités et fonctions partagent différentes plateformes avec d'autres entités du Groupe BNPP, mais pas nécessairement au même niveau l'activité CIB.] |
| **B.15** | Principales activités | [*A indiquer si BNPP B.V. est l'Emetteur :*<br><br>L'Emetteur a pour activité principale d'émettre et/ou d'acquérir des instruments financiers de toute nature et de conclure des contrats à cet effet pour le compte de différentes entités au sein du Groupe BNPP.]<br><br>[*A indiquer si BNPP est l'Emetteur :*<br><br>BNP Paribas détient des positions clés dans ses deux domaines d'activité:<br><br>• Retail Banking and Services regroupant :<br>  • *Domestic Markets* composé de :<br>  • Banque de Détail en France (BDDF),<br>  • *BNL Banca Commerciale* (BNL bc), banque de détail en Italie,<br>  • Banque De Détail en Belgique (BDDB),<br>  • Autres activités de *Domestic Markets* y compris la Banque de Détail et des Entreprises au Luxembourg (BDEL);<br>  • *International Financial Services*, composé de :<br>  • Europe-Méditerranée,<br>  • BancWest,<br>  • Personal Finance,<br>  • Assurance,<br>  • Gestion Institutionnelle et Privée; |

| Elément | Description de l'Elément | |
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| | | • Corporate and Institutional Banking (CIB) regroupant :<br>  • Corporate Banking,<br>  • Global Markets,<br>  • Securities Services.]<br><br>[*A indiquer, si BGL est l'Emetteur :*<br><br>L'Emetteur exerce ses activités dans les domaines suivants : les Services Bancaires de Détail et Services Bancaires aux Entreprises Luxembourg (*Banque de détail et des entreprises Luxembourg*), y compris, NetAgence (opérations bancaires quotidiennes) et *Personal Investors* (conseil en investissements), Wealth Management et les services bancaires aux entreprises et institutionnels (*Corporate and Institutional Banking*]<br><br>[*A indiquer, si BP2F est l'Emetteur :*<br><br>L'Emetteur a pour objet principal de consentir des prêts à BNP Paribas Fortis SA/NV et ses affiliés. Pour réaliser son objet principal, BP2F peut émettre des obligations ou titres similaires, contracter des emprunts, avec ou sans garantie et, en général, avoir recours à toutes sources de financement. BP2F peut réaliser toute opération qu'il juge nécessaire à l'exercice et au développement de son activité, tout en restant dans les limites de la loi luxembourgeoise du 10 août 1915 sur les sociétés commerciales (telle que modifiée).] |
| **B.16** | Actionnaires de contrôle | [*A indiquer si BNPP B.V. est l'Emetteur :* BNP Paribas détient 100% du capital de l'Emetteur.]<br><br>[*A indiquer si BNPP est l'Emetteur* : Aucun des actionnaires existants ne contrôle BNPP, que ce soit directement ou indirectement. Les principaux actionnaires sont la Société Fédérale de Participations et d'Investissement ("**SFPI**"), société anonyme d'intérêt public agissant pour le compte de l'état belge, qui détient 10,3% du capital social au 31 décembre 2014 et le Grand-Duché de Luxembourg, qui détient 1,0% du capital social au 31 décembre 2014. A la connaissance de BNPP, aucun actionnaire autre que SFPI ne détient plus de 5% de son capital ou de ses droits de vote.]<br><br>[*A indiquer si BGL est l'Emetteur :* BNP Paribas Fortis SA/NV détient 50% plus 1 action du capital social de l'Emetteur. Le capital social restant est détenu par BNP Paribas (15,96%), et le Grand-Duché de Luxembourg (34%). BNP Paribas est également l'actionnaire de contrôle de [BNP Paribas Fortis SA/NV.]<br><br>[*A indiquer si BP2F est l'Emetteur :* BNP Paribas Fortis SA/NV détient 99,995% du capital social de l'Emetteur]. |

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| **B.17** | Notations de crédit sollicitées | [*A indiquer si BNPP B.V. est l'Emetteur* : Les notations à long terme de BNPP B.V. sont : A+ avec une perspective négative (Standard & Poor's Credit Market Services France SAS) et les notations à court terme de BNPP B.V. sont : A-1 (Standard & Poor's Credit Market Services France SAS).]<br><br>[*A indiquer si BNPP est l'Emetteur :* Les notations à long terme de BNPP sont : [A+ avec une perspective négative (Standard & Poor's Credit Market Services France SAS)], [A1 avec une perspective stable (Moody's Investors Service Ltd.)] et [A+ avec une perspective stable (Fitch France S.A.S.)] et les notations à court terme de BNPP sont : [A-1 (Standard & Poor's Credit Market Services France SAS)], [P-1 (Moody's Investors Service Ltd.)] et [F1 (Fitch France S.A.S.)].]<br><br>[*A indiquer si BP2F est l'Emetteur* : Les titres d'emprunt senior non assortis de sûretés de BP2F sont notés [A+ (Standard & Poor's Credit Market Services France SAS)], [A2 avec perspective stable (Moody's France SAS)] et [A+ avec une perspective stable (Fitch Ratings Limited)] et les notations à court terme de BP2F sont : [A-1 (Standard & Poor's)], [P-1 (Moody's France SAS)] et [F1 (Fitch Ratings Limited)].]<br><br>[*A indiquer si BGL est l'Emetteur* : Les notations à long terme de BGL sont : [A+ (avec une perspective négative) (Standard & Poor's Credit Market Services France SAS)], [A2 (avec une perspective positive) (Moody's France SAS)] et [A+ (avec une perspective stable) (Fitch France S.A.S.)] et les notations à court terme de BGL sont : [A-1 (Standard & Poor's Credit Market Services France SAS)], [P-1 (Moody's France SAS)] et [F1 (Fitch France S.A.S.).]<br><br>[Les Titres [ont été / n'ont pas été] / [il est prévu que les Titres soient] notés [[●] par [●]]. Une notation n'est pas une recommandation d'achat, de vente ou de détention des titres concernés et peut être suspendue, réduite ou révoquée à tout moment par l'agence de notation qui l'a attribuée.] |
| **B.18** | Description de la Garantie | [*A indiquer dans le cas d'Obligations émises par BNPP B.V.:* Les Titres seront inconditionnellement et irrévocablement garantis par BNP Paribas ("**BNPP**" ou le "**Garant**") en vertu d'un acte de garantie de droit anglais signé par le Garant le 9 juin 2015, ou une date approchante (la "**Garantie**").<br><br>Dans le cas où BNPP B.V. fait l'objet d'un renflouement interne, mais sans que BNPP n'en fasse l'objet, les obligations et/ou montants dus par BNPP au titre de la garantie devront être réduits afin de prendre en compte toutes les réductions ou modifications résultant de l'application du renflouement interne de BNPP B.V. par une autorité de régulation compétente.<br><br>Dans le cas où BNPP fait l'objet d'un renflouement interne, mais sans que BNPP B.V. n'en fasse l'objet, les obligations et/ou montants dus par BNPP, |

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| | | au titre de la garantie devront être réduits afin de prendre en compte toutes les réductions ou modifications appliquées aux titres émis par BNPP résultant de l'application du renflouement interne de BNPP par toute autorité de régulation compétente.]<br><br>[*A indiquer dans le cas de Titres W&C de droit anglais non assortis de sûretés émis par BNPP B.V.*: Les Titres seront inconditionnellement et irrévocablement garantis par BNP Paribas ("**BNPP**" ou le "**Garant**") en vertu d'un acte de garantie de droit anglais signé par BNPP le 9 juin 2015, ou une date approchante (la "**Garantie**").<br><br>Dans le cas où BNPP B.V. fait l'objet d'un renflouement interne, mais sans que BNPP n'en fasse l'objet, les obligations et/ou montants dus par BNPP au titre de la garantie devront être réduits afin de prendre en compte toutes les réductions ou modifications résultant de l'application du renflouement interne de BNPP B.V. par une autorité de régulation compétente.<br><br>Dans le cas où BNPP fait l'objet d'un renflouement interne, mais sans que BNPP B.V. n'en fasse l'objet, les obligations et/ou montants dus par BNPP, au titre de la garantie devront être réduits afin de prendre en compte toutes les réductions ou modifications appliquées aux titres émis par BNPP résultant de l'application du renflouement interne de BNPP par toute autorité de régulation compétente.]<br><br>[*A indiquer dans le cas de Titres W&C de droit anglais assortis de sûretés émis par BNPP B.V.*: Les Titres seront inconditionnellement et irrévocablement garantis par BNP Paribas ("**BNPP**" ou le "**Garant**") en vertu d'un acte de garantie de droit anglais signé par BNPP le 9 juin 2015, ou une date approchante (la "**Garantie**").]<br><br>[*A indiquer dans le cas de Titres W&C de droit français non assortis de sûretés émis par BNPP B.V.:* Les Titres seront inconditionnellement et irrévocablement garantis par BNP Paribas ("**BNPP**" ou le "**Garant**") en vertu d'une garantie de droit français signée par BNPP le 9 juin 2015, ou une date approchante (la "**Garantie**").<br><br>Dans le cas où BNPP B.V. fait l'objet d'un renflouement interne, mais sans que BNPP n'en fasse l'objet, les obligations et/ou montants dus par BNPP au titre de la garantie, devront être réduits afin de prendre en compte toutes les réductions ou modifications résultant de l'application du renflouement interne de BNPP B.V. par une autorité de régulation compétente.<br><br>Dans le cas où BNPP. fait l'objet d'un renflouement interne, mais sans que BNPP B.V. n'en fasse l'objet, les obligations et/ou montants dus par BNPP, au titre de la garantie, devront être réduits afin de prendre en compte toutes les réductions ou modifications appliquées aux titres émis par BNPP résultant de l'application du renflouement interne de BNPP B.V. par toute autorité de |

| Elément | Description de l'Elément | |
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| | | régulation compétente.] [*A indiquer dans le cas de Titres W&C de droit français assortis de sûretés émis par BNPP B.V.:* Les Titres seront inconditionnellement et irrévocablement garantis par BNP Paribas ("**BNPP**" ou le "**Garant**") en vertu d'une garantie de droit français signée par BNPP le 9 juin 2015, ou une date approchante (la "**Garantie**").]<br><br>[*A indiquer dans le cas d'Obligations, de Titres W&C de droit anglais non assortis de sûretés, de Titres W&C de droit anglais assortis de sûretés, de Titres W&C de droit français non assortis de sûretés et de Titres W&C de droit français assortis de sûretés émis par BNPP B.V. :* Les obligations en vertu de [l'acte de garantie/la garantie] sont des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de BNPP et viennent et viendront au même rang entre elles, et *pari passu* au moins par rapport à toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et non subordonnées de BNPP (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi).]<br><br>[*A indiquer si BP2F est l'Emetteur :* Les Titres seront inconditionnellement et irrévocablement garantis par BNP Paribas Fortis SA/NV ("**BNPPF**" ou le "**Garant**") en vertu d'un acte de garantie de droit anglais signé par le Garant le 9 juin 2015, ou une date approchante (la "**Garantie**"). Les obligations en vertu de la Garantie constituent des obligations directes, inconditionnelles, non subordonnées et non assorties de sûretés de BNPPF, et viennent au même rang entre elles (sous réserve des exceptions relatives aux dettes privilégiées en vertu de dispositions impératives des lois applicables), par rapport à toutes autres dettes présentes et futures, non assorties de sûretés et non subordonnées, de BNPPF.]<br><br>[*A indiquer si BNPP ou BGL est l'Emetteur :* Sans objet, les Titres ne sont pas garantis.] |
| **B.19** | [*Si les Titres sont garantis, insérer :*<br><br>Informations concernant le Garant | |
| **B.19/ B.1** | Raison sociale et nom commercial du Garant | [BNP Paribas] [BNP Paribas Fortis SA/NV, agissant sous le nom commercial de BNP Paribas Fortis] |
| **B.19/ B.2** | Domicile/ forme juridique/ législation/ pays de constitution | [*Indiquer, si BNPP est le Garant :* Le Garant a été constitué en France sous la forme d'une société anonyme de droit français et agréée en qualité de banque, dont le siège social est situé 16, boulevard des Italiens – 75009 Paris, France.]<br><br>[*Indiquer, si BNPPF est le Garant :* Le Garant a été constitué sous la forme d'une société anonyme faisant appel public à l'épargne de droit belge (*"naameloze vennootschap"),* dont le siège social est situé à 1000 Bruxelles, |

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| | | Montagne du Parc 3 et est un établissement de crédit régi par la Loi Belge du 25 avril 2014 relative au statut et au contrôle des établissements de crédit (la "**Loi Bancaire Belge**").] |
| **B.19/ B.4b** | Informations sur les tendances | *[A indiquer si BNPP est le Garant:*<br><br>**Conditions macroéconomiques.**<br><br>L'environnement macroéconomique et de marché affecte les résultats de BNPP. Compte tenu de la nature de son activité, BNPP est particulièrement sensible aux conditions macroéconomiques et de marché en Europe, qui ont connu des perturbations au cours des dernières années.<br><br>En 2014, l'économie mondiale a lentement poursuivi son redressement mais certaines incertitudes demeurent, en particulier en Europe où la performance économique a été plus faible que les prévisions au second semestre 2014. Les prévisions économiques du FMI et de l'OCDE[8] pour l'année 2015 prévoient la poursuite d'une croissance modérée pour les économies développées mais avec des divergences entre les pays, y compris dans la zone euro, où les prévisions de croissance restent faibles dans certains pays (notamment en France et en Italie). Les prévisions sont similaires pour les marchés émergents (à savoir, une croissance modérée avec des zones de fragilité). Les risques de court terme pesant sur la croissance économique soulignés par le FMI incluent des tensions géopolitiques plus importantes et une volatilité accrue des marchés financiers; les risques de moyen terme soulignés incluent quant à eux une croissance faible ou une stagnation dans les pays développés. Dans la zone euro, le risque déflationniste, toujours présent, a néanmoins été réduit par l'annonce de mesures non conventionnelles de la BCE.<br><br>**Législation et Réglementations Applicables aux Institutions Financières.**<br><br>La législation et les réglementations applicables aux institutions financières qui ont un impact sur BNPP connaissent une évolution significative. Les mesures qui ont été proposées et/ou adoptées au cours des dernières années comprennent des exigences plus strictes en matière de capital et de liquidité (notamment pour les grands groupes bancaires tels que le Groupe BNPP), des taxes sur les transactions financières, des restrictions et des taxes sur la rémunération des salariés, des limitations aux activités bancaires commerciales et la séparation au sein de filiales dédiées, voire l'interdiction, de certaines activités considérées comme spéculatives, des restrictions sur les types de produits financiers, des exigences accrues en matière de contrôle interne et de transparence, des règles de conduite des affaires plus strictes, la compensation et un reporting obligatoires des opérations sur instruments |

[8] Voir notamment : International Monetary Fund. World Economic Outlook (WEO) Update, January 2015 : Gross Currents ; International Monetary Fund. 2014 ; International Monetary Fund. World Economic Outlook: Legacies, Clouds, Uncertainties. Washington (October 2014) ; OECD - Putting the Euro area on a road to recovery - C. Mann - 25 November 2014.

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| | | dérivés, des obligations de limiter les risques relatifs aux dérivés OTC et la création de nouvelles autorités réglementaires renforcées.<br><br>Les mesures adoptées récemment ou qui sont (ou dont les mesures d'application sont) encore en projet, qui ont, ou sont susceptibles d'avoir un impact sur BNPP, comprennent notamment : l'ordonnance française du 27 juin 2013 relative aux établissements de crédit et aux sociétés de financement, entrée en vigueur le 1er janvier 2014, la loi française du 26 juillet 2013 de séparation et de régulation des activités bancaires et ses décrets et arrêtés d'application et l'ordonnance du 20 février 2014 portant diverses dispositions d'adaptation de la législation au droit de l'Union Européenne en matière financière, la Directive et le Règlement du Parlement Européen et du Conseil sur les fonds propres réglementaires dits « CRD 4/CRR » du 26 juin 2013 (et leurs actes délégués et actes d'exécution), dont un nombre important de dispositions sont applicables depuis le 1er janvier 2014, les normes techniques de réglementation et d'exécution relatives à la Directive et au Règlement CRD 4/CRR élaborées par l'Autorité Bancaire Européenne, la désignation de BNPP en tant qu'institution financière d'importance systémique par le Conseil de Stabilité Financière et la consultation sur un standard international commun de capacité d'absorption des pertes (« total loss-absorbing capacity », « TLAC ») pour les établissements bancaires d'importance systémique, la consultation sur la réforme structurelle du secteur bancaire de l'Union Européenne de 2013 et la proposition de Règlement du Parlement Européen et du Conseil du 29 janvier 2014 relatif à des mesures structurelles améliorant la résilience des établissements de crédit de l'UE, la proposition de Règlement du Parlement Européen et du Conseil du 18 septembre 2013 sur les indices de référence, le Règlement du Parlement Européen et du Conseil du 16 avril 2014 sur les abus de marché et la Directive du Parlement Européen et du Conseil du 16 avril 2014 relative aux sanctions pénales applicables aux abus de marché, la Directive et le Règlement du Parlement Européen et du Conseil concernant les marchés d'instruments financiers du 15 mai 2014, le Mécanisme européen de Surveillance Unique piloté par la Banque Centrale Européenne adopté en octobre 2013 (Règlement du Conseil du 15 octobre 2013 confiant à la Banque Centrale Européenne des missions spécifiques ayant trait aux politiques en matière de surveillance prudentielle des établissements de crédit et le Règlement du Parlement Européen et du Conseil du 22 octobre 2013 instituant une Autorité européenne de surveillance en ce qui concerne des missions spécifiques confiées à la Banque Centrale Européenne (et leurs actes délégués et actes d'exécution)) ainsi que l'ordonnance du 6 novembre 2014 portant diverses dispositions d'adaptation de la législation au mécanisme de surveillance unique des établissements de crédit, la Directive du Parlement Européen et du Conseil du 16 avril 2014 relative aux systèmes de garantie des dépôts renforçant la protection des dépôts des citoyens en cas de faillite bancaire (et ses actes délégués et actes d'exécution), la Directive du |

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| | | Parlement Européen et du Conseil du 15 mai 2014 établissant un cadre pour le Redressement et la Résolution des Banques, harmonisant les outils pour traiter d'éventuelles crises bancaires, le Mécanisme de Résolution Unique adopté par le Parlement européen le 15 avril 2014 (Règlement du Parlement Européen et du Conseil du 15 juillet 2014 établissant des règles et une procédure uniformes pour la résolution des établissements de crédit et de certaines entreprises d'investissement dans le cadre d'un mécanisme de résolution unique et d'un fonds de résolution bancaire unique, et ses actes délégués et actes d'exécution) instituant le Conseil de Résolution Unique en tant qu'autorité de mise en œuvre du Mécanisme de Résolution Unique et instituant le Fonds de Résolution Unique, le Règlement délégué sur le système provisoire d'acomptes sur les contributions visant à couvrir les dépenses administratives du Conseil de Résolution Unique au cours de la période provisoire adopté par la Commission européenne le 8 octobre 2014, le Règlement d'exécution du Conseil du 19 décembre 2014 définissant des conditions uniformes d'application des contributions ex ante au Fonds de Résolution unique, le règlement final de la Réserve Fédérale des États-Unis imposant des règles prudentielles accrues pour les opérations américaines des banques étrangères de taille importante, la « Règle Volcker » sur l'encadrement des investissements ou des sponsorships dans les fonds spéculatifs et les fonds de capital investissement ainsi que des opérations pour comptes propres des banques américaines et étrangères, adoptée par les autorités de régulation américaines en décembre 2013, ainsi que le règlement final concernant le maintien des risques crédit (« credit risk retention ») adopté le 22 octobre 2014. Au-delà de ces mesures, l'investisseur doit être conscient qu'à tout moment les autorités réglementaires, prudentielles ou politiques de tout pays sont susceptibles de prendre de nouvelles décisions impactant les banques ou le système financier dans son ensemble et dont l'effet sur BNPP peut être significatif.]<br><br>[A indiquer si BNPPF est le Garant :<br><br>**Conditions Macroéconomiques**<br><br>L'environnement de marché et macroéconomique a un impact sur les résultats de BNPPF. Compte tenu de la nature de son activité, BNPPF est particulièrement sensible aux conditions de marché et macroéconomiques en Europe, qui a connu des perturbations au cours des dernières années.<br><br>En 2014, l'économie mondiale a lentement poursuivi son redressement mais certaines incertitudes demeurent, en particulier en Europe où la performance économique a été plus faible que les prévisions au second semestre 2014. Les prévisions économiques du FMI et de l'OCDE[9] pour l'année 2015 prévoient |

[9] Voir notamment : IMF - World Economic Outlook Update - Janvier 2014 et G20 Note on Global Prospects and Policy Challenges - Février 2014 ; OECD - The Global Economic Outlook - Novembre 2013

| Elément | Description de l'Elément | |
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| | | la poursuite d'une croissance modérée pour les économies développées mais avec des divergences entre les pays, y compris dans la zone euro, où les prévisions de croissance restent faibles dans certains pays (notamment en France et en Italie). Les prévisions sont similaires pour les marchés émergents (à savoir, une croissance modérée avec des zones de fragilité). Les risques de court terme pesant sur la croissance économique soulignés par le FMI incluent des tensions géopolitiques plus importantes et une volatilité accrue des marchés financiers; les risques de moyen terme soulignés incluent quant à eux une croissance faible ou une stagnation dans les pays développés. Dans la zone euro, le risque déflationniste, toujours présent, a néanmoins été réduit par l'annonce de mesures non conventionnelles de la BCE.<br><br>**Législation et Réglementations Applicables aux Institutions Financières**<br><br>La législation et les réglementations applicables aux institutions financières qui ont un impact sur BNPPF connaissent une évolution significative dans le sillage de la crise financière globale. Les mesures qui ont été proposées et/ou adoptées au cours des dernières années comprennent des exigences plus strictes en matière de capital et de liquidité (notamment pour les grands groupes bancaires tels que le Groupe BNP Paribas), des taxes sur les transactions financières, des restrictions et des taxes sur la rémunération des salariés, des limitations aux activités bancaires commerciales et la séparation au sein de filiales dédiées, voire l'interdiction, de certaines activités considérées comme spéculatives, des restrictions sur les types de produits financiers, des exigences accrues en matière de contrôle interne et de transparence, des règles de conduite des affaires plus strictes, la compensation et un reporting obligatoires des opérations sur instruments dérivés, des obligations de limiter les risques relatifs aux dérivés OTC et la création de nouvelles autorités réglementaires renforcées. Les mesures adoptées récemment ou encore en projet, qui ont, ou sont susceptibles d'avoir un impact sur BNPPF, comprennent notamment la Directive et le Règlement sur les fonds propres réglementaires dits « CRD 4 » du 26 juin 2013 et dont un nombre important de dispositions sont applicables depuis le 1er janvier 2014, les projets de normes techniques de réglementation et d'exécution relatives à la Directive et au Règlement CRD 4 élaborées par l'EBA, la Loi Bancaire Belge, en date du 25 avril 2014 remplaçant la loi précédente de 1993 et introduisant d'importants changements : le Décret Royal Belge daté du 22 février 2015, déterminant l'entrée en vigueur les dispositions de la Loi Bancaire Belge relative à la résolution (y compris la mise en place de l'Autorité de Résolution Belge) et créant deux droits préférentiels sur les actifs mobiliers de la banque ; la consultation sur la réforme structurelle du secteur bancaire de l'Union Européenne de 2013 et la proposition de la Commission Européenne de réforme structurelle du secteur bancaire européen du 29 janvier 2014 ; la proposition de Règlement sur les indices de référence, le Mécanisme de Surveillance Unique européen : le Mécanisme de Résolution Unique européen daté du 15 juillet 2014 et la Directive européenne sur le |

| Elément | Description de l'Elément | |
|---|---|---|
| | | Redressement et la Résolution des Banques en date du 15 mai 2014 ; la Directive Européenne relative au système de garanties des dépôts révisé en date du 16 avril 2014 ; le règlement final concernant les banques étrangères relatif à certaines exigences en matière de liquidités, fonds propres et autres éléments prudentiels adopté par la Réserve Fédérale des États-Unis, la proposition de la Réserve Fédérale concernant les ratios de liquidité des banques de taille importante ainsi que la Règle « Volcker » sur l'encadrement des investissements ou des sponsorships dans les hedge funds et les fonds de capital investissement ainsi que des opérations pour comptes propres, récemment adoptée par les autorités de régulation américaines. Au-delà de ces mesures, l'investisseur doit être conscient qu'à tout moment les autorités règlementaires, prudentielles ou politiques de tout pays sont susceptibles de prendre de nouvelles décisions impactant les banques ou le système financier dans son ensemble et dont l'effet sur BNPP peut être significatif.] |
| **B.19/B.5** | Description du Groupe | [*Indiquer, si BNPP est le Garant :* BNPP est un leader européen des services bancaires et financiers et possède quatre marchés domestiques de banque de détail en Europe : la Belgique, la France, l'Italie et le Luxembourg. Il est présent dans 75 pays et compte près de 188.000 collaborateurs, dont plus de 147.000 en Europe. BNPP est la société mère du Groupe BNP Paribas (le "**Groupe BNPP**").]<br><br>[*Indiquer, si BNPPF est le Garant :* Le Garant détient 99,995 % du capital social de l'Emetteur et fait partie du Groupe BNPP. Voir Elément B.5 ci-dessus.] |
| **B.19/B.9** | Prévision ou estimation du bénéfice | Le plan de développement 2014-2016 du Groupe confirme le choix du modèle de banque universelle. Le plan de développement 2014-2016 vise à accompagner les clients dans un environnement en évolution.<br><br>Le Groupe définit cinq grands axes stratégiques pour 2016 :<br><br>• renforcer la proximité avec les clients<br><br>• simple : simplifier notre organisation et nos modes de fonctionnement<br><br>• efficient / poursuivre l'amélioration de l'efficacité opérationnelle<br><br>• adapter certains métiers à leur environnement économique et règlementaire<br><br>• réussir les initiatives de développement<br><br>BNPP poursuit la mise en œuvre de son plan de développement 2014-2016 dans un contexte de taux bas et doit tenir compte de la création de nouvelles taxes et réglementations. |

<table>
<tr><th>Elément</th><th>Description de l'Elément</th><th colspan="3"></th></tr>
<tr><td>B.19/<br>B.10</td><td>Réserves contenues dans le rapport d'audit</td><td colspan="3">[Sans objet, il n'existe aucune réserve dans le rapport d'audit sur les informations financières historiques contenues dans le Prospectus de Base.] / [Le rapport d'audit sur les informations financiers historiques, contenues dans le Prospectus de Base, contient la ou les réserves suivantes : [décrire la ou les réserves]]</td></tr>
<tr><td>B.19/<br>B.12</td><td colspan="4">Informations financières historiques clés sélectionnées :<br>[A insérer si BNPP est le Garant :</td></tr>
<tr><td></td><td colspan="4">Données Financières Annuelles Comparées - En millions d'EUR</td></tr>
<tr><td></td><td></td><td>31/12/2014 (audités)</td><td>31/12/2013*(audités)</td></tr>
<tr><td></td><td>Produit Net Bancaire</td><td>39.168</td><td>37.286</td></tr>
<tr><td></td><td>Coût du Risque</td><td>(3.705)</td><td>(3.643)</td></tr>
<tr><td></td><td>Résultat Net, part du Groupe</td><td>157</td><td>4.818</td></tr>
<tr><td></td><td colspan="3">* Données retraitées par application des normes IFRS10, IFRS11 et IAS32 révisée</td></tr>
<tr><td></td><td></td><td>31/12/2014</td><td>31/12/2013*</td></tr>
<tr><td></td><td>Ratio Common Equity Tier 1 (Bâle 3 plein, CRD 4)</td><td>10,3%</td><td>10,3%</td></tr>
<tr><td></td><td></td><td>31/12/2014 (audités)</td><td>31/12/2013*(audités)</td></tr>
<tr><td></td><td>Total du bilan consolidé</td><td>2.077.759</td><td>1.810.522</td></tr>
<tr><td></td><td>Total des prêts et créances sur la clientèle</td><td>657.403</td><td>612.455</td></tr>
<tr><td></td><td>Total des dettes envers la clientèle</td><td>641.549</td><td>553.497</td></tr>
<tr><td></td><td>Capitaux Propres (part du Groupe)</td><td>89.410</td><td>87.433</td></tr>
<tr><td></td><td colspan="3">* Données retraitées par application des normes IFRS10, IFRS11 et IAS32 révisée</td></tr>
<tr><td></td><td colspan="3">Données Financières Intermédiaires Comparées – En millions d'EUR</td></tr>
<tr><td></td><td></td><td>1Q15</td><td>1Q14*</td></tr>
<tr><td></td><td>Produit Net Bancaire</td><td>11.065</td><td>9.911</td></tr>
<tr><td></td><td>Coût du Risque</td><td>(1.044)</td><td>(1.084)</td></tr>
<tr><td></td><td>Résultat Net, part du Groupe</td><td>1.648</td><td>1.403</td></tr>
<tr><td></td><td></td><td>31/03/2015</td><td>31/12/2014*</td></tr>
</table>

| Elément | Description de l'Elément | | |
|---|---|---|---|
| | Ratio Common Equity Tier 1 (Bâle 3 pleinement appliqué, CRD 4) | 10,3% | 10,3% |
| | Total du bilan consolidé | 2.392.177 | 2.077.758 |
| | Total des prêts et créances sur la clientèle | 696.737 | 657.403 |
| | Total des dettes envers la clientèle | 688.645 | 641.549 |
| | Capitaux Propres (part du Groupe) | 93.921 | 89.458 |
| | ** Données retraitées par application de l'interprétation IFRIC 21*] | | |
| | [*A insérer si BNPPF est le Garant :* | | |
| | Données Financières Annuelles Comparées - En millions d'EUR | | |
| | | **31/12/2014** | **31/12/2013*** |
| | Produit Net Bancaire | 7.011 | 5.740 |
| | Coût du Risque | (283) | (372) |
| | Résultat Net | 1.663 | 925 |
| | Résultat net attribuable aux actionnaires | 1.246 | 637 |
| | Total du bilan consolidé | 275.206 | 256.226 |
| | Capitaux Propres | 20.254 | 18.662 |
| | Total des prêts et créances sur la clientèle | 166.851 | 159.551 |
| | Total des dettes envers la clientèle | 167.800 | 156.788 |
| | Capitaux Tier 1 | 18.840 | 18.618 |
| | Ratio Tier 1 | 14,7% | 14,8% |
| | Total des Capitaux | 21.349 | 21.910 |
| | Ratio d'Adéquation des Fonds Propres | 16,6% | 17,4% |
| | **Données comparatives de 2013 corrigées en application de IFRS 11 (voir les notes 1.a et 8.o du rapport annuel de BNPPF pour plus d'informations).]* | | |
| | *Déclarations relatives à l'absence de changement significatif ou de changement défavorable significatif* | | |
| | Voir Elément B.12 ci-dessus dans le cas du Groupe BNPP. | | |
| | [*A insérer quand BNPP est le Garant :* | | |

| Elément | Description de l'Elément | |
|---|---|---|
| | Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale du Groupe BNPP depuis le 31 décembre 2014 (date de clôture de la dernière période comptable pour laquelle des états financiers audités ont été publiés).]<br><br>[*A insérer quand BNPPF est le Garant :*<br><br>Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale de BNPPF depuis le 31 décembre 2014 et il ne s'est produit aucun changement défavorable dans les perspectives de BNPPF depuis le 31 décembre 2014.] | |
| **B.19/ B.13** | Evénements impactant la solvabilité du Garant | [A la date du présent Prospectus de Base et à la connaissance du Garant, il ne s'est produit aucun événement récent qui présente un intérêt significatif pour l'évaluation de sa solvabilité depuis le 31 décembre 2014.]<br><br>[*indiquer tout événement récent qui présente un intérêt significatif pour l'évaluation de la solvabilité du Garant.*] |
| **B.19/ B.14** | Dépendance à l'égard d'autres entités du Groupe | *[Indiquer si BNPP est le Garant :* Sous réserve du paragraphe suivant, BNPP n'est pas dépendant des autres membres du Groupe.<br><br>En avril 2004 est entrée en fonctionnement la co-entreprise « BNP Paribas Partners for Innovation » (BP²I) qui, constituée avec IBM France fin 2003, délivre des services d'infrastructure de production informatique pour BNP Paribas SA et plusieurs de ses filiales françaises (BNP Paribas Personal Finance, BP2S, BNP Paribas Cardif…) ou européennes (Suisse, Italie). Mi-décembre 2011, le dispositif contractuel avec IBM France a été renouvelé et prorogé jusqu'à fin 2017. Fin 2012, un accord a été conclu en étendant ce dispositif à BNP Paribas Fortis en 2013.<br><br>BP²I est placée sous le contrôle opérationnel d'IBM France ; BNP Paribas exerce une forte influence sur cette entité qu'elle détient à parts égales avec IBM France : les personnels de BNP Paribas mis à disposition de BP²I composent la moitié de son effectif permanent, les bâtiments et centres de traitement sont la propriété du Groupe, la gouvernance mise en œuvre garantit contractuellement à BNP Paribas une surveillance du dispositif et sa réintégration au sein du Groupe si nécessaire.<br><br>ISFS, société détenue à 100 % par le groupe IBM, assure également des services d'infrastructure de production informatique pour BNP Paribas Luxembourg.<br><br>La production informatique de BancWest est assurée par un fournisseur externe : Fidelity Information Services. La production informatique de Cofinoga France est assurée par SDDC, société détenue à 100 % par IBM.]<br><br>[Indiquer, si BNPPF est le Garant : Le Garant est dépendant de BNPP et d'autres membres du Groupe.]<br><br>Voir également Elément B.5 ci-dessus. |

| Elément | Description de l'Elément | |
|---|---|---|
| **B.19/ B.15** | Principales Activités | *[A indiquer si BNPP est le Garant:*<br><br>BNP Paribas détient des positions clés dans ses deux domaines d'activité:<br><br>• *Retail Banking and Services regroupant :*<br><br>  • *Domestic Markets* composé de :<br><br>  • Banque de Détail en France (BDDF),<br><br>  • *BNL Banca Commerciale* (BNL bc), banque de détail en Italie,<br><br>  • Banque De Détail en Belgique (BDDB),<br><br>  • Autres activités de *Domestic Markets* y compris la Banque de Détail et des Entreprises au Luxembourg (BDEL);<br><br>  • *International Financial Services*, composé de :<br><br>  • Europe-Méditerranée,<br><br>  • BancWest,<br><br>  • Personal Finance,<br><br>  • Assurance,<br><br>  • Gestion Institutionnelle et Privée;<br><br>• *Corporate and Institutional Banking (CIB) regroupant :*<br><br>  • Corporate Banking,<br><br>  • Global Markets,<br><br>  • Securities Services.]<br><br>[*A indiquer si BNPPF est le Garant :* Le Garant a pour objet d'exercer l'activité d'établissement de crédit, y compris des services de courtage et des opérations sur dérivés. Il peut exercer toutes activités et réaliser toutes opérations qui sont directement ou indirectement liées à son objet ou sont de nature à en favoriser la réalisation. BNPPF peut détenir des actions et autres participations dans les limites imposées par la législation applicable aux banques.] |

| Elément | Description de l'Elément | |
|---|---|---|
| **B.19/ B.16** | Actionnaires de contrôle | [*A indiquer si BNPP est le Garant* : Aucun des actionnaires existants ne contrôle BNPP, que ce soit directement ou indirectement. Les principaux actionnaires sont la Société Fédérale de Participations et d'Investissement ("**SFPI**"), société anonyme d'intérêt public agissant pour le compte de l'état belge, qui détient 10,3% du capital social au 31 décembre 2014 et le Grand-Duché de Luxembourg, qui détient 1,0% du capital social au 31 décembre 2014. A la connaissance de BNPP, aucun actionnaire autre que SFPI ne détient plus de 5% de son capital ou de ses droits de vote.]<br><br>[*A indiquer si BNPFF est le Garant :* BNP Paribas détient 99,93% du capital social du Garant.] |
| **B.19/ B.17** | Notations de crédit sollicitées | [*A indiquer si BNPP est le Garant :* Les notations à long terme de BNPP sont : [A+ avec une perspective négative (Standard & Poor's Credit Market Services France SAS)], [A1 avec une perspective stable (Moody's Investors Service Ltd.)] et [A+ avec une perspective stable (Fitch France S.A.S.) et les notations à court terme de BNPP sont : [A-1 (Standard & Poor's Credit Market Services France SAS)], [P-1 (Moody's Investors Service Ltd.)] et [F1 (Fitch France S.A.S.)].]<br><br>[*A indiquer si BNPPF est le Garant :* Les titres d'emprunt senior non assortis de sûretés de BNPPF sont notés [A+ avec une perspective négative (Standard & Poor's Credit Market Services France SAS)], [A2 avec perspective stable (Moody's France SAS)] et [A+ avec une perspective stable (Fitch Ratings Limited)] et les notations à court terme de BNPPF sont : [A-1 (Standard & Poor's)], [P-1 (Moody's France SAS)] et [F1 (Fitch Ratings Limited)].]<br><br>Une notation n'est pas une recommandation d'achat, de vente ou de détention des titres concernés et peut être suspendue, réduite ou révoquée à tout moment par l'agence de notation qui l'a attribuée.] |

**Section C – Valeurs Mobilières**

| Elément | Description de l'Elément | |
|---|---|---|
| **C.1** | Nature et catégorie des valeurs mobilières/ numéro d'identification (Code ISIN) | Les Titres sont [des obligations ("**Obligations**")]/[warrants ("**Warrants**")]/[certificats ("**Certificats**")] et sont émis en Souches. Le Numéro de Souche des Titres est [●]. Le numéro de la Tranche est [●].<br><br>Le Code ISIN est : [●].<br><br>Le Code Commun est : [●].<br><br>Le Code Mnemonic est : [●]. |

| Elément | Description de l'Elément | |
|---|---|---|
| | | [Les Titres seront consolidés et formeront une souche unique avec [*identifier les Tranches précédentes*] à compter de [la Date d'Emission/l'échange de la *Temporary Bearer Global Note* contre une *Permanent Bearer Global Note*, qui est prévu pour le [*spécifier la date*] ou à une date approchant].]<br><br>Les Titres sont [des Titres à Règlement en Numéraire/des Titres à Règlement Physique]. |
| **C.2** | Devise | [La devise de cette Souche de Titres est [●] ([●]).]<br><br>[Les Obligations sont libellées en [*préciser la devise*] (la « **Devise Spécifiée** »), et les montants payables au titre des Obligations au titre [des intérêts] [et] [du principal] sont payables en [*préciser la devise*] (la « **Devise de Règlement** »)] |
| **C.5** | Restrictions à la libre négociabilité | Les Titres seront librement négociables, sous réserve des restrictions d'offre et de vente en vigueur en aux États-Unis, dans l'Espace Economique Européen, en Autriche, en Belgique, en République Tchèque, au Danemark, en France, en Allemagne, en Hongrie, en Irlande, au Portugal, en Espagne, en Suède, en Italie, aux Pays-Bas, en Pologne, au Royaume-Uni, au Japon et en Australie et conformément à la Directive Prospectus et aux lois de toute juridiction dans laquelle les Titres concernés sont offerts ou vendus. |
| **C.8** | Droits s'attachant aux Titres | Les Titres émis dans le cadre du Programme seront soumis à des modalités concernant, entre autres, les questions suivantes :<br><br>***Rang de Créance des Titres***<br><br>*[Dans le cas de Titres émis par BNPP B.V.:*<br><br>[Les Obligations sont émises sur une base non assortie de sûretés.] [Les [Warrants/Certificats] sont émis sur une base [assortie de sûretés/non assortie de sûretés].] [*Insérer, dans le cas de Titres émis sur une base non assortie de sûretés* : les Titres émis sur une base non assortie de sûretés [et les Coupons y afférents] constituent des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur et viennent et viendront au même rang entre eux, et *pari passu* au moins avec toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi).]<br><br>[*Insérer dans le cas de Titres W&C émis sur une base assortie de sûretés* : les Titres W&C émis sur une base assortie de sûretés ("Titres Assortis de Sûretés") constituent des obligations non subordonnées et assorties de sûretés de l'Emetteur et viendront au même rang entre eux.]]<br><br>[*Dans le cas de Titres W&C émis par BNPP* : |

| Elément | Description de l'Elément | |
|---|---|---|
| | | Les Titres W&C constituent des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur et viennent et viendront au même rang entre eux, au moins avec toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi).]<br><br>[*Dans le cas de Titres émis par BGL* :<br><br>Les Titres [et les Coupons y afférents] constituent des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur et viendront au même rang, à tout moment et sans aucune préférence entre eux. Les obligations de paiement de l'Emetteur en vertu des Titres [et des Coupons y afférents] prendront rang à tous moments, sous réserve des exceptions qui peuvent être prévues par la législation applicable, à tout moment à égalité au moins avec toutes les autres dettes non assorties de sûretés et non subordonnées de l'Emetteur, présentes et futures (autres que les dettes ou obligations monétaires privilégiées en vertu de dispositions impératives de la loi).]<br><br>[*Dans le cas de Titres émis par BP2F* :<br><br>Les Titres [et les Coupons y afférents] constituent des obligations directes, inconditionnelles, non assorties de sûretés, non subordonnées et générales de l'Emetteur, et viendront au même rang (sous réserve des dettes privilégiées en vertu de dispositions impératives des lois applicables), sans aucune préférence entre eux et au moins à égalité et au prorata avec toutes les autres obligations non assorties de sûretés et non subordonnées, présentes et futures, de l'Emetteur, y compris les garanties et autres obligations de nature similaire.]<br><br>[***Titres Assortis de Sûretés***<br><br>BNPP B.V. consentira une sûreté en faveur de [BNP Paribas Trust Corporation UK Limited] / [●] (l'"**Agent des Sûretés**") pour le compte de l'Agent des Sûretés et des détenteurs concernés de Titres, sur des actifs (ces actifs étant ci-après dénommés : les "**Actifs Donnés en Garantie**") qui seront détenus sur un ou plusieurs comptes auprès de [●] (chacun étant ci-après dénommé : un "**Compte de Garanties**").<br><br>[Les Titres Assortis de Sûretés seront garantis par le même pool d'Actifs Donnés en Garantie que d'autres séries de Titres Assortis de Sûretés][Les Titres Assortis de Sûretés seront la seule souche de Titres Assortis de Sûretés garantie par les Actifs Donnés en Garantie détenus sur le Compte de Garanties] (le "**Pool de Garanties**").<br><br>Les Actifs Donnés en Garantie composant le Pool de Garanties seront [l'un ou plusieurs] des actifs suivants : |

| Elément | Description de l'Elément | |
|---|---|---|
| | | a) [[numéraire en Euro]/[numéraire en [●]]<br><br>b) [actions ou autres titres de capital [ordinaires]] ; [actions de préférence ou autres titres de capital similaires ;] [actions de préférence ou autres titres de capital ordinaires convertibles ;] [actions de préférence ou autres titres de capital similaires] ; [*American depositary receipts*;] [*global depositary receipts*] [warrants] [●] [qui représentent une participation au capital d'une entité] ("**Titres de Capital Eligibles Donnés en Garantie**") [émis par [●]/[Code ISIN [●] ;<br><br>c) [Titres Indexés Donnés en Garantie/[Titres Indexés sur un Evénement de Crédit Donnés en Garantie][Titres représentant une Participation à un Prêt Donnés en Garantie] [Prêts Donnés en Garantie] [Obligations Convertibles Données en Garantie] [Obligations Echangeables Données en Garantie] [Obligations sécurisées Données en Garantie] [*Pfandbriefe* Donnés en Garantie] [Obligations Zéro Coupon] [Titres de Dette Vanille] ABS Eligibles Donnés en Garantie / Fonds Eligibles Donnés en Garantie] [émis par [●]/[Code ISIN [●] ;<br><br>L'Emetteur fournira des Actifs Donnés en Garantie au titre du montant nominal (la "**valeur nominale**") des Titres Assortis de Sûretés ("**Garantie de la Valeur Nominale**") [d'une partie de la valeur nominale des Titres Assortis de Sûretés ("**Garantie Partielle de la Valeur Nominale**")] [de la valeur des Titres Assortis de Sûretés, réévaluée à la valeur de marché (« *marked to market* » et, par abréviation « MTM ») ("**Garantie MTM**")] [d'une partie de la valeur des Titres Assortis de Sûretés, réévaluée à la valeur de marché (« *marked to market* » et, par abréviation « MTM ») ("**Garantie Partielle de la MTM**")].<br><br>[Si les Titres Assortis de Sûretés sont des Titres Indexés sur des Actifs Donnés en Garantie :<br><br>Les Titres Assortis de Sûretés sont des "**Titres Indexés sur des Actifs Donnés en Garantie**" et l'Emetteur fournira des sûretés au titre du montant nominal (la "**valeur nominale**") des Titres Assortis de Sûretés ("**Garantie de la Valeur Nominale**") (ces sûretés étant ci-après dénommées les "**Actifs Donnés en Garantie de Référence**") [et, en outre, l'Emetteur fournira des garanties au titre de la valeur réévaluée à la valeur de marché (« *marked to market* » et, par abréviation « MTM ») de l'option sur laquelle est indexée la Formule de Paiement Final relative aux Titres Assortis de Sûretés (ces sûretés étant ci-après dénommées les "**Actifs Ajustables MTM**")].<br><br>Les Actifs Donnés en Garantie de Référence figurant dans le Pool de Garanties seront [l'un ou plusieurs] des actifs suivants :<br><br>a) [[numéraire en Euro]/[numéraire en [●]] |

| Elément | Description de l'Elément | |
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| | | b) [actions ou autres titres de capital [ordinaires]] ; [actions de préférence ou autres titres de capital similaires ;] [actions ou autres titres de capital ordinaires convertibles ;] [actions de préférence ou autres titres de capital similaires convertibles ;] [*American depositary receipts* ;] [*global depositary receipts* ;] [warrants] [●] [qui représentent une participation au capital d'une entité] ("**Titres de Capital Eligibles Donnés en Garantie**") [émis par [●]]/[Code ISIN [●]] ; [et]<br><br>c) [Titres Indexés Donnés en Garantie]/[Titres Indexés sur un Evénement de Crédit Donnés en Garantie] [Titres représentant une Participation à un Prêt Donnés en Garantie] [Prêts Donnés en Garantie] [Obligations Convertibles Données en Garantie] [Obligations Echangeables Données en Garantie] [Obligations Sécurisées Données en Garantie] [*Pfandbriefe* Donnés en Garantie] [Obligations Zéro Coupon Données en Garantie] [Titres de Dette Vanille] [ABS Eligibles Donnés en Garantie / Fonds Eligibles Donnés en Garantie] [émis par [● ]]/[Code ISIN [●]].<br><br>[Les Actifs Ajustables MTM figurant dans le Pool de Garanties seront [l'un ou plusieurs] des actifs suivants :<br><br>a) [[numéraire en Euro]/[numéraire en [●]][.][;]<br><br>b) [actions ou autres titres de capital [ordinaires]] ; [actions de préférence ou autres titres de capital similaires ;] [actions ou autres titres de capital ordinaires convertibles ;] [actions de préférence ou autres titres de capital similaires convertibles ;] [*American depositary receipts* ;] [*global depositary receipts* ;] [warrants] [●] [qui représentent une participation au capital d'une entité] ("**Titres de Capital Eligibles Donnés en Garantie**") [émis par [●]]/[Code ISIN [●] : ][et]<br><br>c) [Titres Indexés Donnés en Garantie] /[Titres Indexés sur un Evénement de Crédit Donnés en Garantie] [Titres représentant une Participation à un Prêt Donnés en Garantie] [Prêts Donnés en Garantie] [Obligations Convertibles Données en Garantie] [Obligations Echangeables Données en Garantie] [Obligations Sécurisées Données en Garantie] [*Pfandbriefe* Donnés en Garantie] [Obligations Zéro Coupon Données en Garantie] [Titres de Dette Vanille] [ABS Eligibles Donnés en Garantie]/[Fonds Eligibles Donnés en Garantie] [émis par[●] / [Code ISIN [●]:]<br><br>Les Actifs Donnés en Garantie de Référence [et les Actifs Ajustables MTM] constituent les "Actifs Donnés en Garantie" pour les Titres Assortis de Sûretés.]<br><br>L'Emetteur ne détiendra pas les Actifs Donnés en Garantie afférents à des Titres Assortis de Sûretés si lui-même ou l'un de ses affiliés est le propriétaire effectif de ces Titres Assortis de Sûretés. |

| Elément | Description de l'Elément | |
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| | | Après la survenance de l'un ou plusieurs des cas de défaut applicables aux Titres Assortis de Sûretés (ces cas de défaut incluant le défaut de paiement, l'inexécution ou le non-respect des obligations de BNPP B.V. ou du Garant en vertu des Titres Assortis de Sûretés, l'insolvabilité ou la liquidation de l'Emetteur ou du Garant) et la délivrance par un titulaire de Titres Assortis de Sûretés d'une notification à cet effet à l'Agent des Sûretés, entre autres, qui n'est pas contestée par BNPP B.V., la sûreté constituée sur chaque Pool de Garanties sera exécutée par l'Agent des Sûretés.<br><br>[Si, à la suite de la réalisation ou de l'exécution forcée de la sûreté constituée sur le Pool de Garanties, le montant payé aux titulaires de Titres pour une souche de Titres Assortis de Sûretés est inférieur au montant payable sur ces titres après cette réalisation ou cette exécution forcée, ce déficit sera irrévocablement garanti par BNPP.] [Lors de l'exécution forcée de la sûreté constituée sur le Pool de Garanties, les Actifs Donnés en Garantie et/ou la valeur réalisée grâce à la vente des Actifs Donnés en Garantie qui sont vendus en relation avec l'exécution forcée et la livraison, seront livrés aux titulaires de Titres concernés, sans calcul de tout déficit éventuel [si ces Actifs Donnés en Garantie] sont livrés.]]<br><br>[Le montant payable en vertu des Titres Assortis de Sûretés après la réalisation ou l'exécution forcée de la sûreté constituée sur un Pool de Garanties sera [le Montant de Liquidation de la Valeur de la Sûreté] [les Produits de Réalisation de la Valeur de la Sûreté] [les Produits de Réalisation de la Valeur Nominale Partielle] [le Montant de la Valeur Nominale] [le Montant de la Valeur du Déficit]<br><br>[Les Actifs Donnés en Garantie de Référence et/ou la valeur réalisée grâce à la vente des Actifs Donnés en Garantie de Référence qui sont vendus en relation avec l'exécution forcée et la livraison, seront livrés aux titulaires concernés et un montant égal au Montant de Liquidation MTM de la Sûreté sera payable aux titulaires concernés. Si, après la réalisation ou l'exécution forcée de la sûreté constituée sur le Pool de Garanties, le montant payé aux titulaires de Titres [grâce à la réalisation des Actifs Ajustables MTM][grâce à la valeur de marché de l'option que BNPP B.V. conclura afin de couvrir ses obligations au titre des Sûretés] est inférieur au Montant de Liquidation MTM de la Sûreté obtenu grâce à [cette réalisation ou] cette exécution forcée [et ce paiement], le montant de ce déficit sera irrévocablement garanti par BNPP.]<br><br>**Fiscalité**<br><br>[*A insérer dans le cas des Obligations, si la clause de Brutage (« Gross-up ») n'est pas applicable :*<br><br>[*Dans le cas d'Obligations émises par BNPP B.V., insérer :* |

| Elément | Description de l'Elément | |
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| | | Tous les paiements relatifs aux Obligations seront effectués libres de toute retenue à la source ou de tout prélèvement libératoire au titre de tous impôts et taxes imposés par la France, toute subdivision politique de celle-ci ou toute autre autorité française ayant pouvoir de prélever l'impôt (dans le cas de paiements effectués par BNPP en qualité de Garant) ou les Pays-Bas ou par toute subdivision politique de ceux-ci ou toute autorité néerlandaise ayant pouvoir de prélever l'impôt (dans le cas des paiements effectués par BNPP B.V.), sauf si cette retenue à la source ou ce prélèvement libératoire est exigé(e) par la loi. Si une telle retenue à la source ou un tel prélèvement libératoire est effectué, l'Emetteur ou, selon le cas, le Garant, sera tenu, excepté dans certaines circonstances limitées, de payer des montants additionnels pour couvrir les montants ainsi déduits.]<br><br>[*Dans le cas d'Obligations émises par BP2F, insérer :*<br><br>Tous les paiements relatifs aux Obligations seront effectués libres de toute retenue à la source ou de tout prélèvement libératoire au titre de tous impôts et taxes imposés par le Luxembourg, toute subdivision politique de celui-ci ou toute autre autorité luxembourgeoise ayant pouvoir de prélever l'impôt, ou, s'il y a lieu (dans le cas du Garant) par la Belgique ou toute subdivision politique de celle-ci ou toute autre autorité belge ayant le pouvoir de prélever l'impôt, sauf si cette retenue à la source ou ce prélèvement libératoire est exigé(e) par la loi. Si une telle retenue à la source ou un tel prélèvement libératoire est effectué, l'Emetteur ou, selon le cas, le Garant, sera tenu, excepté dans certaines circonstances limitées, de payer des montants additionnels pour couvrir les montants ainsi déduits.]<br><br>[*Dans le cas d'Obligations émises par BGL, insérer :*<br><br>Tous les paiements relatifs aux Obligations seront effectués libres de toute retenue à la source ou de tout prélèvement libératoire au titre de tous impôts et taxes imposés par le Grand-Duché de Luxembourg, juridiction dans laquelle la Succursale Spécifiée (le cas échéant) est située, ou imposés dans toute autre juridiction ou par toute subdivision politique de celle-ci ou toute autre autorité de cette juridiction ayant pouvoir de prélever l'impôt, à laquelle l'Emetteur serait soumis au titre des paiements en principal et intérêts effectués par lui au titre des Obligations et des Coupons, sauf si cette retenue à la source ou ce prélèvement libératoire est exigé(e) par la loi. Si une telle retenue à la source ou un tel prélèvement libératoire est effectué, l'Emetteur sera tenu, excepté dans certaines circonstances limitées, de payer des montants additionnels pour couvrir les montants ainsi déduits.]<br><br>[*Insérer si la clause de Brutage (« Gross-up ») n'est pas applicable :* Ni l'Emetteur [ni le Garant] ne répondront de, ou ne seront autrement obligés de payer, tout impôt, taxe ou retenue à la source ou d'effectuer tout autre paiement qui pourra être dû en conséquence de la propriété, du transfert, de la |

| Elément | Description de l'Elément | |
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| | | présentation et de la restitution pour paiement de toute Obligation, ou du recouvrement forcé de toute Obligation, et tous les paiements effectués par l'Emetteur [ou le Garant] le seront sous réserve de tout impôt, taxe, retenue à la source ou autre paiement qui pourra devoir être payé, effectué ou déduit.]<br><br>[*Insérer dans le cas des Titres W&C :*<br><br>Le Titulaire devra payer tous les impôts, taxes et/ou frais découlant de l'exercice et du règlement ou du remboursement des Titres W&C et/ou de la livraison ou du transfert des actifs dus en cas de Règlement Physique. L'Emetteur devra déduire des montants payables ou des actifs livrables aux Titulaires certains impôts, taxes et frais non antérieurement déduits des montants payés ou des actifs livrés à des Titulaires, que l'Agent de Calcul déterminera comme attribuables aux Titres W&C.<br><br>[*Dans le cas de Titres émis par tout Emetteur*<br><br>Les paiements seront soumis dans tous les cas (i) aux lois et réglementations fiscales ou autres qui leur sont applicables dans le lieu de paiement, mais sans préjudice des dispositions de la Modalité 6 des Modalités des Obligations, (ii) à toute retenue à la source ou tout prélèvement libératoire devant être effectué en vertu d'un accord de la nature décrite à la Section 1471(b) de *l'U.S. Internal Revenue Code* de 1986 (le "**Code**"), ou qui est autrement imposé en vertu des Sections 1471 à 1474 du Code, de toutes réglementations ou conventions prises pour leur application, de toutes leurs interprétations officielles ou (sans préjudice des dispositions de la Modalité 6 des Modalités des Obligations) de toute loi prise pour appliquer une approche intergouvernementale de celles-ci, et (iii) à toute retenue à la source ou tout prélèvement libératoire devant être effectué en vertu de la Section 871(m) du Code.]<br><br>***Maintien de l'Emprunt à son Rang***<br><br>[*A insérer si BNPP B.V., BNPP ou BP2F est l'Emetteur [ou si BGL est l'Emetteur et si les Titres sont des Titres W&C] :*<br><br>Les modalités des Titres ne contiendront aucune clause de maintien de l'emprunt à son rang.]<br><br>[*A insérer si BGL est l'Emetteur [et si les Titres sont des Obligations] :*<br><br>[Les modalités des Obligations contiennent une clause de maintien de l'emprunt à son rang. Aussi longtemps que ces Obligations ou les Coupons s'y rapportant demeureront en circulation, l'Emetteur s'engage à ne pas créer ni laisser exister une hypothèque, un nantissement, un gage, un privilège (autre qu'un privilège naissant exclusivement en application de la loi, dans le |

| Elément | Description de l'Elément | |
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| | | cadre de la marche ordinaire des affaires) ou toute autre sûreté grevant tout ou partie de ses biens, actifs ou revenus présents ou futurs, afin de garantir ou cautionner le remboursement de tout endettement extérieur, à moins que ces Obligations et Coupons ne soient simultanément garantis, à égalité et au prorata par telle autre sûreté ou convention ou n'aient le bénéfice de telle autre sûreté ou convention qui devra être approuvée par une résolution extraordinaire des Obligataires.<br><br>"**Endettement extérieur**" désigne toute obligation de remboursement d'une somme revêtant la forme de, ou représentée par, des obligations simples, des obligations garanties ou d'autres titres (a) qui sont payables ou peuvent devoir être payés dans, ou par référence à, toute devise autre que l'euro, et qui, lors de leur émission, ont été offertes hors de Belgique et du Luxembourg par un groupe international de banque ou d'établissements financiers pour plus de 50% du montant émis ; et (b) qui sont, ou sont capables d'être, cotées en bourse, admises à la cote officielle ou habituellement négociées sur toute bourse, sur tout système automatisé de négociation, de gré à gré ou sur tout autre marché de valeurs mobilières.]]<br><br>***Cas de Défaut***<br><br>[*A insérer dans le cas des Obligations* :<br><br>Les modalités des Obligations prévoiront des cas de défaut, y compris le défaut de paiement, le défaut d'exécution ou le non-respect des obligations de l'Emetteur [ou du Garant] en vertu des Titres ; l'insolvabilité ou la liquidation de l'Emetteur ou [du Garant] ; *[A insérer si BP2F est l'Emetteur :* le défaut de paiement par l'Emetteur ou le Garant d'autres dettes contractées ou garanties par l'Emetteur ou le Garant au titre d'emprunts d'un montant au moins égal à 50.000.000 EUR ou sa contre-valeur dans toute autre devise ;] *[A insérer si BGL est l'Emetteur :* si toute hypothèque, tout nantissement, toute charge, tout privilège ou toute sûreté grevant la totalité ou une partie substantielle des biens, actifs ou revenus de l'Emetteur, devient exécutoire ou est exécuté, ou tout prêt ou autre dette de l'Emetteur au titre de capitaux empruntés ou levés (autrement qu'en vertu d'un contrat fiduciaire en vertu de la Loi luxembourgeoise du 27 juillet 2007 relative au trust et aux contrats fiduciaires, telle que modifiée) devient exigible et payable avant son échéance convenue (autrement qu'à l'option de l'Emetteur ou du créancier), ou si l'Emetteur manque d'effectuer à son échéance tout paiement dû à ce titre, ou ferait défaut à ce titre ou au titre de toute garantie ou obligation d'indemnisation y afférente, si le montant total de ce prêt ou de cette dette est égal ou supérieur à 15.000.000 EUR ou sa contre-valeur dans toute autre devise].]<br><br>[*A insérer dans le cas de Titres W&C qui ne sont pas Assortis de Sûretés :*<br><br>Les modalités des Titres ne prévoiront pas de cas de défaut.] |

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| | | [*A insérer dans le cas de Titres W&C Assortis de Sûretés :*<br><br>Les Cas de Défaut relatifs aux Titres Assortis de Sûretés sont décrits dans cet Elément C.8, sous le paragraphe "*Titres Assortis de Sûretés*".]<br><br>***Assemblées Générales***<br><br>[Les modalités des Titres contiendront des dispositions relatives à la convocation d'assemblées générales des titulaires de ces Titres, afin d'examiner des questions affectant leurs intérêts en général. Ces dispositions permettront à des majorités définies de lier tous les titulaires, y compris ceux qui n'auront pas assisté et voté à l'assemblée concernée et ceux qui auront voté d'une manière contraire à celle de la majorité.]<br><br>[*Dans le cas de Titres W&C de droit français* : [Les Titulaires de toutes Tranches d'une même Souche, seront automatiquement regroupés, pour la défense de leurs intérêts communs, en une masse (la « Masse »).] / [Les Titulaires ne seront pas regroupés en une masse.]]<br><br>***Loi applicable***<br><br>[*Insérer, dans le cas d'Obligations :*<br><br>Le Contrat de Service Financier des Obligations (tel que modifié, complété et/ou retraité au cours du temps), l'Acte d'Engagement (*Deed of Covenant)* (tel que modifié, complété et/ou retraité au cours du temps), les Garanties au titre des Obligations, les Obligations, les Reçus et les Coupons, et tous engagements non-contractuels découlant ou en lien avec le Contrat de Service Financier des Obligations (tel que modifié, complété et/ou retraité au cours du temps), l'Acte d'Engagement (*Deed of Covenant*) (tel que modifié, complété et/ou retraité au cours du temps), les Garanties, les Obligations (exception faite de ce qui est dit ci-dessus), les Reçus et les Coupons sont régis par le droit anglais, qui gouvernera également leur interprétation.]<br><br>[*Insérer, dans le cas de Titres W&C de droit anglais :*<br><br>Les Titres W&C, le Contrat de Service Financier de droit anglais (tel que modifié ou complété au cours du temps) [, la Garantie relative aux Titres W&C], et tous engagements non-contractuels découlant des Titres W&C, du Contrat de Service Financier de droit anglais (tel que modifié ou complété au cours du temps) [et de la Garantie relative aux Titres W&C] seront régis par le droit anglais, qui gouvernera également leur interprétation.]<br><br>[*Insérer dans le cas de Titres W&C de droit français :*<br><br>Les Titres, le Contrat de Service Financier de droit français (tel que modifié ou complété au cours du temps) [et la Garantie BNPP de droit français] seront régis par le droit français, qui gouvernera également leur interprétation, et |

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| | | toute action ou procédure y afférente relèvera de la compétence des tribunaux compétents dans le ressort de la Cour d'Appel de Paris. BNPP B.V. élit domicile au siège social de BNP Paribas, actuellement situé 16, boulevard des Italiens, 75009 Paris.]<br><br>[*A indiquer si les Dispositions relatives au Rachat sont applicables :*<br><br>***Dispositions relatives au Rachat***<br><br>Conformément au contrat d'animation de marché (*market making agreement*) en date du 11 avril 2014 conclu entre BNPP B.V. et BNP Paribas Arbitrage S.N.C., BNP Paribas Arbitrage S.N.C. s'engage, sous réserve des conditions normales de marché prévalant à ce moment-là, à racheter les Certificats. Le Prix du Rachat des Certificats sera calculé conformément à la formule suivante :<br><br>(*Insérer la formule figurant au paragraphe 17 de la section General Information ou insérer toute autre formule applicable et les dispositions y afférentes*).] |
| **C.9** | Intérêts/ Remboursement | [***Intérêts***<br><br>[*A insérer dans le cas de Warrants ou Obligations et Certificats non productifs d'intérêts :* les Titres ne portent pas intérêts et ne donneront lieu à aucun paiement d'intérêts [*A insérer dans le cas d'Obligations et de Certificats vendus avec une décote par rapport à leur montant nominal :* et seront offerts et vendus avec une décote par rapport à leur montant nominal].]<br><br>[Les Titres [[portent/paient] des intérêts][donnent lieu au paiement d'un montant de prime] [à compter de leur date d'émission/à compter du [●]] au taux fixe de [●]% par an. [Le rendement des [Obligations][Certificats] s'élève à [●]%] [Les Intérêts][Les montants de Prime] seront payés [annuellement] [à terme échu] le [●] de chaque année. Le premier paiement [d'intérêts] [du montant de prime] sera effectué le [●].]<br><br>[Les Titres [[portent/paient] des intérêts][donnent lieu au paiement d'un montant de prime] [à compter de leur date d'émission/à compter du [●]] à des taux variables calculés par référence à [*préciser le taux de référence pour les Titres émis*] [plus/moins] une marge de [●]%. [Les Intérêts][Les montants de Prime] seront payés [trimestriellement/semestriellement/annuellement] [à terme échu] le [●] de chaque année [, sous réserve d'ajustement pour les jours non ouvrés]. Le premier paiement [d'intérêts][du montant de prime] sera effectué le [●].]<br><br>Les Titres [[portent/paient] des intérêts][donnent lieu au paiement d'un montant de prime] [à compter de leur date d'émission/à compter du [●]] à [un taux structuré calculé par référence à *[indiquer le sous-jacent]* (le/les "**Sous-Jacent(s) de Référence**")]. [Les Intérêts][Les montants de Prime] seront |

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| | | payés [trimestriellement/semestriellement/annuellement] [à terme échu] le [●] de chaque année [, sous réserve d'ajustement pour les jours non ouvrés]. Le premier paiement [d'intérêts][du montant de prime] sera effectué le [●].]<br><br>Le taux [d'intérêt][du montant de la prime] est calculé comme suit :<br><br>**[Coupon Fixe SPS]**<br><br>**[Coupon Montant Variable SPS]**<br><br>**[Coupon Digital]**<br><br>**[Coupon Snowball Digital]**<br><br>**[Coupon Accrual Digital]**<br><br>**[Coupon Stellar]**<br><br>**[Coupon Cappuccino]**<br><br>**[Coupon Ratchet]**<br><br>**[Coupon Driver]**<br><br>**[Coupon Nova]**<br><br>**[Coupon Sum]**<br><br>**[Coupon Option Max]**<br><br>**[Coupon FX Vanilla]**<br><br>**[Coupon FI Digital]**<br><br>**[Coupon FX Digital]**<br><br>**[Coupon Range Accrual]**<br><br>**[Coupon FX Range Accrual]**<br><br>**[Coupon FX Memory]**<br><br>**[Coupon Combination Floater]**<br><br>**[Coupon PRDC]**<br><br>**[Coupon FI Digital Floor]**<br><br>**[Coupon FI Digital Cap]**<br><br>**[Coupon FI Target]** |

| Elément | Description de l'Elément | |
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| | | [*A insérer si la clause de Changement du Coupon est applicable :* Si [l'Emetteur choisit discrétionnairement de modifier [le taux d'intérêt][le taux du montant de la prime][un Cas de Changement Automatique du Coupon survient], [le taux d'intérêt] [le taux du montant de la prime] des Titres sera modifiée à compter de la Date de Changement du Coupon [notifiée aux investisseurs] [suivant immédiatement la réalisation d'un Cas de Changement Automatique du Coupon] et les Titres [payeront/porteront] intérêts][payeront un montant de prime] de [*préciser le taux*].<br><br>[Au titre de chaque [Obligation d'un montant de nominal égal au Montant de Calcul][Certificat], un Montant Additionnel de Changement de Coupon de [*préciser*] sera payable lors de la Date de Paiement d'Intérêt spécifiée dans les Conditions Définitives applicables comme étant la Date de Paiement de Changement Automatique du Coupon.]<br><br>["**Cas de Changement Automatique du Coupon**" désigne [*préciser*].]<br><br>"**Date de Changement du Coupon**" désigne [*préciser*].]<br><br>[*Insérer dans le cas d'Obligations Indexées sur un Evénement de Crédit ou de Certificats Indexés sur un Evénement de Crédit:*<br><br>Si une Date de Détermination de l'Evénement (caractérisée par la survenance d'un événement de crédit et la satisfaction de certaines conditions) survient au titre d'une Entité de Référence [dans le Portefeuille de Référence pertinent], les intérêts cesseront de courir pour la partie concernée de chaque Titre Indexé sur un Evénement de Crédit (correspondant à une quote-part par Titre Indexé sur un Evénement de Crédit du [montant nominal lié à l'entité de référence] [montant déprécié] pour l'Entité de Référence affectée), à compter de la [[date de fin de la période d'intérêts] [date de paiement des intérêts] précédant immédiatement une telle Date de Détermination de l'Evénement ou, dans le cas de la première période d'intérêts, la date de commencement d'intérêts] [Date de Détermination de l'Evénement] (comprise).]<br><br>[Les stipulations ci-dessus sont sujet à des ajustements tels que prévus dans les modalités des Titres pour prendre en compte les événements affectant le Sous-jacent de Référence ou les Titres. Cela pourrait conduire à des ajustements des Titres [ou, dans certain cas, à résilier de manière anticipée les Titres à un montant de remboursement anticipé (voir ci-dessous).]<br><br>[*A insérer en cas d'Obligations à Intérêt en Double Devise :*<br><br>Tout montant calculé pour être payable au titre des intérêts, sera converti dans la Devise de Règlement au *[préciser le taux de change fixe ou le taux de change (y compris tout taux de change en vertu duquel le taux de change concerné est dérivé), y compris les sources (le cas échéant) sur lesquelles ce taux de change est déterminé et la durée/date de détermination de ces taux de* |

| Elément | Description de l'Elément | |
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| | | *change.*]<br><br>Les dispositions ci-dessus sont sous réserve d'ajustements conformément aux modalités des Obligations afin de prendre en compte les événements en rapport avec la Devise Spécifiée. Cela peut entraîner des retards dans le paiement des intérêts, ou ces paiements pourraient être effectués dans une autre devise que celle prévue. Dans de telles circonstances, les Obligataires peuvent également être tenus de fournir certaines informations à l'Emetteur (y compris, *inter alios*, en précisant un compte dans lequel ils peuvent recevoir la devise concernée), et les paiements par l'Emetteur peuvent être retardés ou l'Emetteur peut se voir libéré de ses obligations de paiement au titre des Obligations, si les Obligataires ne parviennent pas à fournir les informations demandées dans le délai prescrit.]<br><br>***Remboursement***<br><br>A moins qu'il ne soit antérieurement remboursé ou annulé, chaque Titre sera remboursé le [●] [au [pair]/[[●]% de son montant nominal]][dans les conditions indiquées à l'Elément C.18.<br><br>[*A insérer si la clause de Changement de la Formule de Paiement est applicable:* Si l'Emetteur choisit discrétionnairement de modifier [la Base de remboursement/la formule de paiement] [[la Formule de Paiement Final] [s'il survient un Cas de Changement Automatique de la Formule de Paiement], [la Base de remboursement/la formule de paiement] [[la Formule de Paiement Final] des Titres sera modifié à compter du [●] (la "**Date de Changement de la Formule de Paiement**") pour passer à [*spécifier la nouvelle formule de paiement issue du changement*].<br><br>"**Cas de Changement Automatique de la Formule de Paiement**" désigne [*préciser*].]<br><br>[*Dans le cas des Obligations, insérer :*<br><br>Les Obligations peuvent être remboursées par anticipation pour des raisons fiscales, au Montant de Remboursement Anticipé calculé conformément aux Modalités. [Les Obligations peuvent également être remboursées par anticipation [à l'option de l'Emetteur] [ou] [à l'option des Obligataires] au Montant de Remboursement Optionnel égal à :<br><br>[Montant de Calcul x [●] %]<br><br>[Formule de Paiement SPS Call [en cas de remboursement anticipé des Obligations à l'option de l'Emetteur]]<br><br>[Formule de Paiement SPS Put [en cas de remboursement anticipé des Obligations à l'option des Obligataires]].] |

| Elément | Description de l'Elément | |
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| | | [Les Obligations peuvent également être remboursées par anticipation pour [*spécifier toute autre option de remboursement anticipé applicable aux Titres émis]* pour [*spécifier le montant de remboursement anticipé et tous montants de remboursement maximum ou minimum, applicables aux Titres émis].]<br><br>[*Dans le cas des Warrants, insérer :* Les Warrants peuvent être annulés si l'exécution des obligations de l'Emetteur en vertu des Warrants est devenue illégale ou s'il est devenu impossible ou impraticable, en raison d'un cas de force majeure ou du Fait du Prince, pour l'Emetteur d'exécuter ses engagements en vertu des Warrants et/ou de tous accords de couverture connexes. [Les Warrants peuvent également être annulés pour *[spécifier toutes autres clauses d'annulation anticipée applicables aux Titres émis]* moyennant le paiement de *[spécifier le montant payable en cas d'annulation et tous montants maximum et minimum payables en cas d'annulation applicables aux Titres émis]*].]<br><br>[*Dans le cas de Certificats, insérer :*<br><br>Les Certificats peuvent être remboursés par anticipation [à l'option de l'Emetteur [ou]] [à l'option des Titulaires] moyennant le paiement d'un Montant de Remboursement Optionnel égal à :<br><br>[*spécifier le Montant de Remboursement Optionnel*]/<br><br>[Formule de Paiement Put 2210]<br><br>[Formule de Paiement Put 2300]<br><br>[Formule de Paiement SPS Put]<br><br>[Formule de Paiement Call 2300]<br><br>[Formule de Paiement SPS Call]<br><br>[Les Certificats peuvent également être remboursés par anticipation pour [*spécifier toute autre option de remboursement anticipé applicable aux Titres émis*] moyennant le paiement de [*spécifier le montant de remboursement anticipé et les montants maximum ou minimum de remboursement applicables aux Titres émis.*]].]<br><br>[*A insérer en cas d'Obligations à Remboursement en Double Devise :*<br><br>Tout montant calculé pour être payable au titre du remboursement des Obligations, sera converti dans la Devise de Règlement au [*préciser le taux de change fixe ou le taux de change (y compris tout taux de change en vertu duquel le taux de change concerné est dérivé), y compris les sources (le cas échéant) sur lesquelles ce taux de change est déterminé et la durée/date de détermination de ces taux de change.*] |

| Elément | Description de l'Elément | |
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| | | Les dispositions ci-dessus sont sous réserve d'ajustements conformément aux modalités des Obligations afin de prendre en compte les événements en rapport avec la Devise Spécifiée. Cela peut entraîner des retards dans le paiement du principal, ou ces paiements pourraient être effectués dans une autre devise que celle prévue. Dans de telles circonstances, les Obligataires peuvent également être tenus de fournir certaines informations à l'Emetteur (y compris, *inter alios*, en précisant un compte dans lequel ils peuvent recevoir la devise concernée), et les paiements par l'Emetteur peuvent être retardés ou l'Emetteur peut se voir libéré de ses obligations de paiement au titre des Obligations, si les Obligataires ne parviennent pas à fournir les informations demandées dans le délai prescrit.]<br><br>***Représentant des Titulaires***<br><br>[Aucun représentant des Titulaires n'a été nommé par l'Emetteur.]<br><br>[*Dans le cas de Titres W&C de droit français :* [Les noms et adresses du Représentant initial de la Masse et son suppléant sont [●].] / [Les Titulaires ne seront pas regroupés en une masse.]]<br><br>Sur les droits s'attachant aux Titres, veuillez également vous référer à l'Elément C.8 ci-dessus. |
| **C.10** | Paiement des intérêts liés à un ou plusieurs instrument(s) dérivé(s) | [Sans objet] [Les paiements d'intérêts sur les Titres seront déterminés par référence à la performance du/des Sous-Jacent(s) de Référence.<br><br>Veuillez également vous référer aux Eléments C.9 ci-dessus et C.15 ci-dessous.] |
| **C.11** | Admission à la Négociation | [Une demande [a été présentée][doit être présentée] par l'Emetteur (ou pour son compte) en vue de faire admettre les Titres à la négociation sur [Euronext Paris]/[la Bourse de Luxembourg] /[la Bourse Italienne]/[le marché EuroMTF]/[Euronext Bruxelles]/[NASDAQ OMX Helsinki Ltd.]/[Nordic Growth Market]/[●].]<br><br>[Les Titres ne sont pas destinés à être admis à la négociation sur un marché quelconque.] |
| **C.15** | Description de l'impact de la valeur du sous-jacent sur la valeur de l'investissement | Le [*Si les Titres paient des intérêts, insérer :* montant payable au titre [des intérêts][du/des montants de prime] et ] [le montant payable][les actifs livrables] lors [du remboursement][du règlement] [est/sont] calculé[s] par référence au/aux Sous-Jacents de Référence. Voir les Eléments C.9 ci-dessus et C.18 ci-dessous. |
| **C.16** | Echéance des Titres Dérivés | La Date [d'Exercice/de Remboursement/d'Echéance] des Titres est le [●]. |

| Elément | Description de l'Elément | |
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| **C.17** | Procédure de Règlement | Les Titres de cette Souche sont des titres [à règlement en numéraire/à règlement physique].<br><br>L'Emetteur [a/n'a pas] l'option de modifier le mode de règlement. [[Le Titulaire peut opter pour un règlement en numéraire ou un règlement physique.] Le Garant peut modifier le mode de règlement.] |
| **C.18** | Produits des Titres Dérivés | Sur les droits s'attachant aux Titres, voir l'Elément C.8 ci-dessus.<br><br>[Voir l'Elément C.9 ci-dessus pour des informations sur [les intérêts][les montants de prime].]<br><br>*[Si les Titres sont des Obligations, insérer :* ***Remboursement Final***<br><br>A moins qu'il n'ait été préalablement remboursé ou racheté et annulé, chaque Titre sera remboursé par l'Emetteur à la Date d'Echéance pour [*Indiquer dans le cas de Titres à règlement en numéraire :* [●]/[le Montant de Remboursement Final égal à:]][*Indiquer dans le cas de Titres à règlement physique :* par la livraison du Montant des Droits à Règlement Physique, soit la quantité de [*préciser les actifs concernés*] (les "**Actifs Concernés**") égale à :]]<br><br>[*Si les Titres sont des Certificats, insérer :* ***Remboursement Final***<br><br>A moins qu'il n'ait été préalablement remboursé ou racheté et annulé, chaque Titre habilite son titulaire à recevoir de l'Emetteur à la Date de Remboursement [*Indiquer dans le cas de Certificats à règlement en numéraire :* [un Montant de Règlement en Numéraire égal à [●]][*Indiquer dans le cas de Certificats à règlement physique :* les Droits à Règlement Physique, soit la quantité de [*préciser les actifs concernés*] (les "**Actifs Concernés**") égale à :]]<br><br>[*Si les Titres sont des Warrants, insérer :* ***Règlement***<br><br>Chaque Titre habilite son titulaire, lors de l'exercice en bonne et due forme, à recevoir de l'Emetteur à la Date de Règlement [*Indiquer dans le cas de Warrants à règlement en numéraire :* [un Montant de Règlement en Numéraire égal à [●]][*Indiquer dans le cas de Warrants à règlement physique :* les Droits à Règlement Physique, soit la quantité de [*préciser les actifs concernés*] (les "**Actifs Concernés**") égale à :]]<br><br>[Si les Titres sont des Titres Indexés sur un Evénement de Crédit et si une Date de Détermination de l'Evénement survient au titre d'une Entité de Référence [dans le Portefeuille de Référence pertinent], [la partie concernée de] de chaque Titre Indexé sur un Evénement de Crédit [(correspondant à une quote-part par Titre Indexé sur un Evénement de Crédit du montant nominal lié à l'entité de référence pour l'Entité de Référence affectée)] sera |

| Elément | Description de l'Elément | |
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| | | remboursée [au *pro rata* de son [Montant de Règlement par Enchères, sous réserve d'ajustement de règlement] [Montant de Règlement en Numéraire de l'Evénement de Crédit]] [par règlement physique] [Le [montant du principal ou notionnel impayé] [et/ou le Montant de Règlement en Numéraire] de chaque Obligation Indexée sur un Evénement de Crédit sera réduit de la quote-part du montant de dépréciation applicable de l'Entité de Référence affectée et chaque Obligation Indexée sur un Evénement de Crédit sera remboursée, à la dernière date de règlement, du reste du [montant du principal ou notionnel impayé par Obligation Indexée sur un Evénement de Crédit] [Montant de Règlement en Numéraire par Certificat Indexée sur un Evénement de Crédit] [plus (le cas échéant) d'une quote-part par Obligation Indexée sur un Evénement de Crédit des montants de recouvrement encourus agrégés, diminuée des coûts de dénouement agrégés]] [*indiquer tout autre montant de remboursement ou de règlement applicable*].<br><br>Si aucune Date de Détermination de l'Evénement ne survient [au titre d'une Entité de Référence, dans le Portefeuille de Référence pertinent], chaque [Obligation Indexée sur un Evénement de Crédit] [Certificat Indexé sur un Evénement de Crédit] sera remboursé[e] au [montant principal en circulation par Obligation Indexée sur un Evénement de Crédit] [Montant de Règlement en Numéraire par Certificat Indexé sur un Evénement de Crédit] [(ou la partie concernée)]] [Warrant Indexé sur un Evénement de Crédit deviendra nul sans paiement].]<br><br>***Formules de Paiement Final***<br><br>**Formules de Paiement Final ETS**<br><br>**[Formule de Paiement Final ETS 1100]**<br><br>**[Formule de Paiement Final ETS 1120]**<br><br>**[Formule de Paiement Final ETS 1200**]<br><br>**[Formule de Paiement Final ETS 1230/1]**<br><br>**[Formule de Paiement Final ETS 1230/2]**<br><br>**[Formule de Paiement Final ETS 1240/1]**<br><br>**[Formule de Paiement Final ETS 1240/2]**<br><br>**[Formule de Paiement Final ETS 1240/3]**<br><br>**[Formule de Paiement Final ETS 1240/4**]<br><br>**[Formule de Paiement Final ETS 1250/1**<br><br>**[Formule de Paiement Final ETS 1250/2]** |

| Elément | Description de l'Elément | |
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| | | **[Formule de Paiement Final ETS 1250/3]**<br>**[Formule de Paiement Final ETS 1250/4]**<br>**[Formule de Paiement Final ETS 1250/5]**<br>**[Formule de Paiement Final ETS 1250/6]**<br>**[Formule de Paiement Final ETS 1250/7]**<br>**[Formule de Paiement Final ETS 1260/1]**<br>**[Formule de Paiement Final ETS 1260/2]**<br>**[Formule de Paiement Final ETS 1300]**<br>**[Formule de Paiement Final ETS 1320/1]**<br>**[Formule de Paiement Final ETS 1320/2]**<br>**[Formule de Paiement Final ETS 1320/3]**<br>**[Formule de Paiement Final ETS 1340/1]**<br>**[Formule de Paiement Final ETS 1340/2]**<br>**[Formule de Paiement Final ETS 1399]**<br>**[Formule de Paiement Final ETS 2100]**<br>**[Formule de Paiement Final ETS 2110/1]**<br>**[Formule de Paiement Final ETS 2110/2]**<br>**[Formule de Paiement Final ETS 2110/3]**<br>**[Formule de Paiement Final ETS 2110/4]**<br>**[Formule de Paiement Final ETS 2200/1]**<br>**[Formule de Paiement Final ETS 2200/2]**<br>**[Formule de Paiement Final ETS 2210]**<br>**[Formule de Paiement Final ETS 2300]**<br>**[Formule de Paiement Final ETS 2300/1]**<br>***Formules de Paiement Final SPS***<br>**[Titres SPS Fixed Percentage]** |

| Elément | Description de l'Elément | |
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| | | **[Titres SPS Reverse Convertible]**<br>**[Titres SPS Reverse Convertible Standard]**<br>**[Titres Vanilla Call]**<br>**[Titres Vanilla Call Spread]**<br>**[Titres Vanilla Put]**<br>**[Titres Vanilla Put Spread]**<br>**[Titres Vanilla Digital]**<br>**[Titres Knock-in Vanilla Call]**<br>**[Titres Knock-out Vanilla Call ]**<br>**[Titres Asian]**<br>**[Titres Asian Spread]**<br>**[Titres Himalaya]**<br>**[Titres Autocall]**<br>**[Titres Autocall One Touch]**<br>**[Titres Autocall Standard]**<br>**[Titres Certi plus: Booster]**<br>**[Titres Certi plus: Bonus]**<br>**[Titres Certi plus: Leveraged]**<br>**[Titres Certi plus: Twin Win]**<br>**[Titres Certi plus: Super Sprinter]**<br>**[Titres Certi plus: Generic]**<br>**[Titres Certi plus: Generic Knock-in]**<br>**[Titres Certi plus: Generic Knock-out]**<br>**[Titres Ratchet]**<br>**[Titres Sum]**<br>**[Titres Option Max]** |

| Elément | Description de l'Elément | |
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| | | **[Titres Stellar]**<br><br>**[Titres Driver]**<br><br>***Formules de Paiement FI***<br><br>**[Titres FI FX Vanilla]**<br><br>**[Titres FI Digital Floor]**<br><br>**[Titres FI Digital Cap]**<br><br>**[Titres FI Digital Plus]**<br><br>*Montant des Droits à Règlement Physique*<br><br>**[Livraison du Sous-Jacent le Moins Performant]**<br><br>**[Livraison du Sous-Jacent le Plus Performant]**<br><br>**[Livraison du Sous-Jacent]**<br><br>**[Montant des Droits à Règlement Physique Equivalent]**<br><br>[***Insérer si Livraison du Sous-Jacent le Moins Performant, Livraison du Sous-Jacent le Plus Performant ou Livraison du Sous-Jacent est spécifié :***<br><br>Le Montant du Droit à Règlement Physique sera arrondi à la baisse à l'unité la plus proche de chaque Actif Concerné pouvant être livré et, l'Emetteur paiera, au lieu de celui-ci, un montant égal à l'Arrondi et au Montant Résiduel.]<br><br>[*Si les Titres sont des Obligations ou des Certificats, insérer :* ***Remboursement Anticipé Automatique****]/[Si les Titres sont des Warrants, insérer :* ***Expiration Anticipée Automatique****]*<br><br>Si, [lors de toute [Date d'Evaluation du Remboursement Anticipé Automatique][Date d'Evaluation de l'Expiration Anticipée Automatique]][au cours d'une [Période de Valorisation de Remboursement Anticipé Automatique][Période de Valorisation d'Expiration Anticipée Automatique]] il survient un [Cas de Remboursement Anticipé Automatique] [Cas d'Expiration Anticipée Automatique], les Titres seront [remboursés par anticipation] [annulés] pour le [Montant de Remboursement Anticipé Automatique] [Montant de Formule de Paiement en cas d'Expiration Anticipée Automatique] à la [Date de Remboursement Anticipé Automatique] [Date d'Expiration Anticipée Automatique]. |

| Elément | Description de l'Elément | |
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| | | [*Insérer dans le cas d'Obligations :* le Montant de Remboursement Anticipé Automatique au titre de chaque montant nominal d'Obligations égal au Montant de Calcul sera [égal au produit obtenu en multipliant (i) le Montant de Calcul par (ii) la somme de [●] (le "**Pourcentage du Remboursement Anticipée Automatique**") et de [●] le "**Taux AER**" (Taux de Remboursement Anticipé Automatique)]/[un montant égal à :]].<br><br>[*Insérer dans le cas de Certificats* : Le Montant de Remboursement Anticipé Automatique sera [égal au produit obtenu en (i) multipliant [●] (le "**Montant Notionnel**") par (ii) la somme de [●] (le "**Pourcentage du Remboursement Anticipée Automatique**") et de [●] (le "**Taux AER**" (Taux de Remboursement Anticipé Automatique)]/[un montant égal à :]]<br><br>[*Insérer dans le cas de Warrants:* Le Montant de Paiement en cas d'Expiration Anticipée Automatique sera égal à :]<br><br>**Formules de Paiement en cas de Remboursement Anticipé Automatique**<br><br>**[Formule de Paiement en cas de Remboursement Anticipé Automatique 2210/1]**<br><br>**[Formule de Paiement en cas de Remboursement Anticipé Automatique 2210/2**]<br><br>**[Formules de Paiement en cas de Remboursement Anticipé Automatique 1230/1, 1230/2, 1240/1, 1240/2, 1240/3, 1250/2, 1250/3, 1250/5, 1260/1, 1260/2, 1320/2, 1340/1 et 1340/2**]<br><br>**[Formule de Paiement en cas de Remboursement Anticipé Automatique 2200/1**]<br><br>**[Formule de Paiement en cas de Remboursement Anticipé Automatique 2200/2]**<br><br>**[Formule de Paiement en cas de Remboursement Anticipé Automatique SPS]**<br><br>**[Remboursement Anticipé Automatique Target]**<br><br>**[Remboursement Anticipé Automatique du Sous-Jacent FI]**<br><br>**[Remboursement Anticipé Automatique du Coupon FI]**<br><br>[Si le [Montant de Remboursement Anticipé Automatique][Montant d'Expiration Anticipée Automatique] n'est pas un montant en [*préciser*] (la "**Devise de Règlement**"), il sera converti dans la Devise de Règlement au taux de [*préciser le taux de change*].] |

| Elément | Description de l'Elément | |
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| | | [« **Cas de Remboursement Anticipé Automatique** »] désigne [*insérer dans le cas où Remboursement Anticipé Automatique Target est applicable :* le Coupon Cumulatif est égal ou supérieur à [*insérer le Pourcentage de Remboursement Anticipé Automatique*]] /[*Insérer dans le cas où Remboursement Anticipé Automatique Sous-Jacent FI est applicable :* le [*insérer pour tous les Sous- Jacent de Référence autres que Devise Considérée :* Niveau du Sous- Jacent de Référence][*insérer si le Sous-Jacent de Référence est Devise Considérée:* FX Coupon Performance] est (i) égal ou supérieur à [*insérer Remboursement Anticipé Automatique Niveau 1*] et (ii) inférieur ou égal à [*insérer Remboursement Anticipé Automatique Niveau 2*] /[ *insérer dans le cas où Remboursement Anticipé Automatique du Coupon FI est applicable :* le produit (i) du Taux d'Intérêt et (ii) la Fraction de Jours Décomptés, dans chaque cas en relation avec la Période d'Intérêt Actuelle, est supérieur ou égal à [*insérer le Pourcentage de Remboursement Anticipé Automatique*]]/[*insérer dans le cas où Remboursement Anticipé Automatique Standard et Valorisation SPS AER sont applicables :* Valeur SPS AER 1 en relation avec [*préciser Cas AER 1 pour le(s) Sous-Jacent(s)*] (le "**Cas AER 1 pour le(s) Sous-Jacent(s)**") est [supérieur à]/[supérieur ou égal à][inférieur à][inférieur ou égal à] *[insérer le Niveau de Remboursement Anticipé Automatique 1][insérer si Cas de Remboursement Anticipé Automatique 2 est spécifié :* et/ou Valeur SPS AER 2 en relation avec [*préciser Cas AER 2 pour le(s) Sous-Jacent(s)*] (le "**Cas AER 2 pour le(s) Sous-Jacent(s)**") est [supérieur à]/[supérieur ou égal à][inférieur à][inférieur ou égal à] *[insérer le Niveau de Remboursement Anticipé Automatique 2]]*/[*insérer dans le cas où Remboursement Anticipé Automatique Standard est applicable et Valorisation SPS AER n'est pas applicable :* [*insérer si Cas AER 1 Panier n'est pas applicable :* le Niveau de Référence 1 du Sous-Jacent] [*insérer si Cas AER 1 Panier est applicable :* le Prix 1 Panier] est [supérieur à]/[supérieur ou égal à]/[inférieur à]/[inférieur ou égal à] [*insérer le Niveau 1 de Remboursement Anticipé Automatique*] [*insérer si Cas de Remboursement Anticipé Automatique est spécifié :* et/ou *[insérer si Cas AER 2 Panier n'est pas applicable :* le Niveau de Référence 2 du Sous-Jacent] [*insérer si Cas AER 2 Panier est applicable :* le Prix 2 Panier] est [supérieur à]/[supérieur ou égal à]/[inférieur à]/[inférieur ou égal à] [*insérer le Niveau 2 de Remboursement Anticipé Automatique*]]/[un Knock-out AER intervient]/[que lors de l'(les) Heure(s) d'Observation lors d'une Date de Valorisation d'un Remboursement Anticipé Automatique le Prix d'Observation est [inférieur ou égal au][supérieur ou égal au][Seuil de Sécurité applicable]*/[insérer dans le cas où Remboursement Anticipé Automatique Standard Unique et Valorisation SPS AER sont applicables :* Valeur SPS AER est [supérieur à]/[supérieur ou égal à]/[inférieur à]/[inférieur ou égal à] [*insérer le Niveau de Remboursement Anticipé Automatique]/[insérer dans le cas où Remboursement Anticipé Automatique Standard Unique est applicable et que Valorisation SPS AER n'est pas applicable :* [*insérer dans le cas d'un seul Sous-Jacent* : le Niveau |

| Elément | Description de l'Elément | |
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| | | de Référence du Sous-Jacent] [*insérer dans le cas d'un Panier de Sous-Jacents de Référence* : le Prix du Panier] est [supérieur à]/[supérieur ou égal à]/[inférieur à]/[inférieur ou égal à] [*insérer le Niveau de Remboursement Anticipé Automatique*]]]<br><br>["**Cas d'Expiration Anticipée Automatique**"] désigne [la Valeur SPS AER]/[le [*insérer dans le cas d'un seul Sous-Jacent quand Valorisation SPS AER n'est pas applicable* : Niveau de Référence du Sous-Jacent] /[*insérer dans le cas d'un Panier de Sous-Jacents de Référence quand Valorisation SPS AER n'est pas applicable* : Prix du Panier] est [supérieur à]/[supérieur ou égal à][inférieur à][inférieur ou égal à] [*insérer le Niveau d'Expiration Anticipée Automatique*]]/[un Knock-out AER intervient.]].<br><br>[["**Date d'Evaluation du Remboursement Anticipé Automatique**"]/["**Date d'Evaluation de l'Expiration Anticipée Automatique**"] désigne [●], sous réserve d'ajustement.]<br><br>[["**Date de Remboursement Anticipé Automatique**"]/["**Date d'Expiration Anticipée Automatique**"] désigne [●], sous réserve d'ajustements.]]<br><br>[Les stipulations ci-dessus sont sujettes à des ajustements tel que prévu dans les modalités des Titres pour tenir compte des événements en relation avec le Sous-Jacent de Référence ou les Titres. Cela pourrait conduire à la réalisation d'ajustement des Titres [ou dans certain cas à l'exigibilité anticipée pour le montant de remboursement anticipé (voir l'Elément C.9)].]<br><br>[*A insérer en cas d'Obligations à Remboursement en Double Devise :*<br><br>Tout montant calculé pour être payable au titre du remboursement des Obligations, sera converti dans la Devise de Règlement au [*préciser le taux de change fixe ou le taux de change (y compris tout taux de change en vertu duquel le taux de change concerné est dérivé), y compris les sources (le cas échéant) sur lesquelles ce taux de change est déterminé et la durée/date de détermination de ces taux de change.*]<br><br>Les dispositions ci-dessus sont sous réserve d'ajustements conformément aux modalités des Obligations afin de prendre en compte les événements en rapport avec la Devise Spécifiée. Cela peut entraîner des retards dans le paiement du principal, ou ces paiements pourraient être effectués dans une autre devise que celle prévue. Dans de telles circonstances, les Obligataires peuvent également être tenus de fournir certaines informations à l'Emetteur (y compris, *inter alios*, en précisant un compte dans lequel ils peuvent recevoir la devise concernée), et les paiements par l'Emetteur peuvent être retardés ou l'Emetteur peut se voir libéré de ses obligations de paiement au titre des Obligations, si les Obligataires ne parviennent pas à fournir les informations demandées dans le délai prescrit.] |

| Elément | Description de l'Elément | |
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| **C.19** | Prix de Référence Final du Sous-Jacent | [Sans objet, il n'existe aucun prix de référence final du Sous-Jacent.] [Le prix de référence final du Sous-Jacent sera déterminé selon le mécanisme d'évaluation indiqué dans [l'Elément C.9] [et] [l'Elément C.18] ci-dessus.] |
| **C.20** | Sous-Jacent de Référence | [Sans objet, il n'y a pas de sous-jacent]<br><br>[Le Sous-Jacent de Référence spécifié dans l'Elément C.9] [et] [l'Elément C.18] ci-dessus. Des informations relatives au Sous-Jacent de Référence peuvent être obtenues auprès de [●]. [*Insérer quand Sous-Jacent de Référence est un Indice et que Valorisation de Prix Future s'applique* : Valorisation de Prix Future est applicable et le Prix de Règlement [ou Premier Prix Négocié] de l'Indice est déterminé par référence au contrat à terme ou contrat d'options suivant lié à cet Indice :[*préciser*]].] |

**Section D – Risques**

| Elément | Description de l'Elément | |
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| **D.2** | Principaux risques propres à l'Emetteur [et au Garant] | [Il existe certains facteurs pouvant affecter la capacité de l'Emetteur à remplir ses engagements en vertu des Titres émis dans le cadre du Programme [et celle du Garant à remplir ses engagements en vertu de la Garantie].<br><br>[*A insérer si BNPP est l'Emetteur ou le Garant:*<br><br>Onze principaux risques sont inhérents aux activités de BNPP :<br><br>a) Risque de Crédit ;<br><br>b) Risque de Contrepartie ;<br><br>c) Titrisation ;<br><br>d) Risque de Marché ;<br><br>e) Risque Opérationnel ;<br><br>f) Risque de Non Conformité et de Réputation ;<br><br>g) Risque de Concentration ;<br><br>h) Risque de Taux du Portefeuille Bancaire;<br><br>i) Risques Stratégiques et Risques liés à l'Activité;<br><br>j) Risque de Liquidité; et<br><br>k) Risque de Souscription d'Assurance. |

| Elément | Description de l'Elément | |
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| | | Des conditions macro-économiques et de marché difficiles ont eu et pourraient continuer à avoir un effet défavorable significatif sur les conditions dans lesquelles évoluent les établissements financiers et en conséquence sur la situation financière, les résultats et le coût du risque de BNPP.<br><br>L'accès de BNPP au financement et les coûts de ce financement pourraient être affectés de manière défavorable en cas de résurgence de la crise de la dette souveraine, de détérioration des conditions économiques, de dégradation de notation, d'accroissement des *spreads* de crédit des États ou d'autres facteurs.<br><br>Toute variation significative des taux d'intérêt est susceptible de peser sur les revenus ou la rentabilité de BNPP.<br><br>La solidité financière et le comportement des autres institutions financières et acteurs du marché pourraient avoir un effet défavorable sur BNPP.<br><br>Les fluctuations de marché et la volatilité exposent BNPP au risque de pertes substantielles dans le cadre de ses activités de marchés et d'investissements.<br><br>Les revenus tirés des activités de courtage et des activités générant des commissions sont potentiellement vulnérables à une baisse des marchés.<br><br>Une baisse prolongée des marchés peut réduire la liquidité et rendre plus difficile la cession d'actifs. Une telle situation pourrait engendrer des pertes significatives.<br><br>Des mesures législatives et réglementaires prises en réponse à la crise financière mondiale pourraient affecter de manière substantielle BNPP ainsi que l'environnement financier et économique dans lequel elle opère.<br><br>BNPP est soumis à une réglementation importante et fluctuante dans les juridictions où il exerce ses activités.<br><br>En cas de non-conformité avec les lois et règlements applicables, BNPP peut être exposé à des amendes significatives et d'autres sanctions administratives et pénales.<br><br>Il y a des risques liés à la mise en œuvre du Plan Stratégique de BNPP.<br><br>BNPP pourrait connaître des difficultés relatives à l'intégration des sociétés acquises et pourrait ne pas réaliser les bénéfices attendus de ses acquisitions.<br><br>Une intensification de la concurrence, par des acteurs bancaires et non |

| Elément | Description de l'Elément | |
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| | | bancaires, pourrait peser sur ses revenus et sa rentabilité.<br><br>Toute augmentation substantielle des provisions ou tout engagement insuffisamment provisionné peut peser sur les résultats et sur la situation financière de BNPP.<br><br>Malgré les politiques, procédures et méthodes de gestion du risque mises en œuvre, BNPP peut être exposé à des risques non identifiés ou imprévus, susceptibles d'occasionner des pertes significatives.<br><br>Les stratégies de couverture mises en place par BNPP n'écartent pas tout risque de perte.<br><br>Tout préjudice porté à la réputation de BNPP pourrait nuire à sa compétitivité.<br><br>Toute interruption ou défaillance des systèmes informatiques de BNPP peut provoquer des pertes significatives d'informations relatives aux clients, nuire à la réputation de BNPP et provoquer des pertes financières.<br><br>Des événements externes imprévus peuvent provoquer une interruption, des activités de BNPP et entraîner des pertes substantielles ainsi que des coûts supplémentaires.]<br><br>[*Insérer si BNPP B.V. est l'Emetteur :*<br><br>Les facteurs de risque suivants sont relatifs à BNPP B.V. : BNPP B.V. est une société opérationnelle. La seule activité de BNPP B.V. consiste à lever des capitaux et à emprunter des fonds via l'émission de titres, tels que des Obligations, Warrants, Certificats ou autres obligations. BNPP B.V. n'a pas, et n'aura pas, d'autres actifs que les contrats de couverture (contrats OTC mentionnés dans les Rapports Annuels), le numéraire et les commissions qui lui sont payées, ou tout autre actif qu'elle aurait acquis, en toute hypothèse en rapport avec l'émission de titres ou la conclusion de toute autre obligation y afférente à un moment donné. BNPP B.V. dispose d'un capital réduit et d'une base de profit limitée. Les produits nets résultant de chaque émission de Titres émis par l'Emetteur feront partie intégrante des fonds généraux de BNPP B.V. BNPP B.V. utilise ces produits en vue de couvrir son risque de marché en contractant des instruments de couverture auprès de BNP Paribas et des entités de BNP Paribas et/ou, dans le cas de Titres Assortis de Sûretés, en vue d'acquérir des Actifs Donnés en Garantie. La capacité de BNPP B.V. à remplir ses obligations relatives aux titres émis par elle dépendra des paiements qu'elle aura perçus au titre des contrats de couverture. Par conséquent, les Titulaires de titres de BNPP B.V. seront, sous réserve des dispositions de la Garantie pertinente accordée par BNP Paribas, exposés à la capacité des de BNP Paribas et d'entités de BNP Paribas à exécuter leurs obligations en vertu de ces contrats de couverture.] |

| Elément | Description de l'Elément | |
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| | | *[A insérer si BGL est l'Emetteur :*<br><br>Les facteurs de risque suivants sont liés à l'activité de BGL :<br><br>(a) Une conjoncture économique et des conditions de marché difficiles pourraient à l'avenir avoir un impact négatif sur l'exploitation des institutions financières, et donc sur la situation financière, les résultats et le coût du risque de BGL.<br><br>(b) Les actions législatives et les mesures règlementaires prises en réponse à la crise financière mondiale pourrait significativement impacter BGL et l'environnement financier et économique dans lequel il opère.<br><br>(c) L'accès au financement de BGL et les conditions de ce financement pourraient être affectés de manière significative en cas de résurgence de la crise de la dette souveraine, de détérioration des conditions économiques, de nouvelles dégradations de notation ou d'autres facteurs.<br><br>(d) Toute augmentation importante des provisions ou toute insuffisance du montant des provisions déjà constatées se traduirait par une détérioration des résultats et de la situation financière de BGL.<br><br>(e) La volatilité et les fluctuations des marchés sont susceptibles d'entraîner des pertes importantes dans le cadre des activités de *trading* et d'investissement de BGL.<br><br>(f) Le chiffre d'affaires de BGL provenant des activités de courtage et des autres activités générant des rémunérations et des commissions pourrait diminuer pendant les périodes de repli des marchés.<br><br>(g) Une baisse prolongée des marchés peut réduire la liquidité et rendre plus difficile la cession d'actifs. Une telle situation pourrait engendrer des pertes significatives.<br><br>(h) Les évolutions importantes des taux d'intérêt seraient susceptibles d'avoir un impact défavorable sur le résultat des activités bancaires ou la rentabilité de BGL.<br><br>(i) La solidité et le comportement des autres institutions financiers et intervenants de marché sont susceptibles d'affecter BGL de manière défavorable.<br><br>(j) La position concurrentielle de BGL souffrirait en cas d'atteinte à sa réputation.<br><br>(k) Toute interruption ou intrusion dans les systèmes informatiques de |

| Elément | Description de l'Elément | |
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| | | BGL pourrait entraîner une perte d'activité et d'autres pertes.<br><br>(l) Des événements externes imprévus peuvent provoquer une interruption des activités de BGL et entraîner des pertes substantielles ainsi que des coûts supplémentaires.<br><br>(m) BGL est soumise à une réglementation importante et fluctuante dans les pays et régions où elle exerce ses activités.<br><br>(n) Malgré les politiques, procédures et méthodes de gestion du risque mises en œuvre, BGL peut être exposé à des risques non identifiés ou imprévus, susceptibles d'occasionner des pertes significatives.<br><br>(o) Les stratégies de couverture de BGL ne permettent pas nécessairement d'éviter les pertes.<br><br>(p) BGL est confronté à des risques et à des facteurs d'incertitude liés à l'intégration de ses activités après son acquisition par BNP Paribas.<br><br>(q) L'intense concurrence dans l'industrie des services financiers pourrait avoir un impact négatif sur les revenus et la rentabilité de BGL.<br><br>(r) Des litiges ou autres procédures ou actions judiciaires pourraient avoir un impact négatif sur les activités, la situation financière et les résultats d'exploitation de BGL.<br><br>(s) Toute détérioration de la notation de crédit de BNP Paribas ou de la qualité de sa dette serait de nature à affecter BGL de manière défavorable.<br><br>(t) Bien que chaque métier de BGL assure la gestion de ses risques opérationnels, ces risques restent inhérents à tous les métiers de BGL.<br><br>(u) BGL est fortement exposé au risque de contrepartie comme aux risques systémiques.<br><br>(v) La comptabilisation à la juste valeur et l'utilisation d'estimations par BGL sont des facteurs d'incertitude.]<br><br>*[A insérer si BP2F est l'Emetteur :*<br><br>On trouvera ci-dessous un récapitulatif de certaines considérations supplémentaires d'investissement liées aux activités de BP2F :<br><br>(a) La principale protection de crédit pour les Titres émis par BP2F proviendra des garanties données par BNPPF. |

| Elément | Description de l'Elément | |
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| | | (b) La capacité de BP2F d'exécuter ses engagements à l'égard du retour structuré au titre des titres structurés peut dépendre de la capacité des contreparties de couverture de respecter leurs obligations en vertu de la couverture.<br><br>(c) La capacité de BP2F à effectuer des paiements prévus par les Titres peut dépendre de la performance d'exploitation des sociétés auxquelles les produits des Titres sont prêtés.<br><br>(d) La situation financière des sociétés opérationnelles auxquelles les produits des Titres sont prêtés peut se détériorer, ce qui peut affecter la capacité de BP2F à effectuer les paiements prévus par les Titres qu'il émet.<br><br>(e) En cas de situations économiques négatives ou difficiles, BP2F peut avoir des difficultés à obtenir des financements supplémentaires.<br><br>(f) Les règles fiscales relatives au prix de transfert au Luxembourg engendrent des coûts additionnels qui peuvent évoluer régulièrement.]<br><br>*[A insérer si BNPPF est le Garant :*<br><br>On trouvera ci-dessous un récapitulatif de certaines considérations supplémentaires d'investissement liées aux activités de BNPPF :<br><br>(a) Des conditions macro-économiques et de marché difficiles, y compris, sans caractère limitatif, les inquiétudes concernant la capacité de certains pays de la Zone Euro à refinancer leur dette, pourraient dans le futur avoir un effet défavorable significatif sur les conditions dans lesquelles évoluent les établissements financiers et sur la situation financière, les résultats et le coût du risque de BNPPF.<br><br>(b) Des mesures législatives et réglementaires prises en réponse à la crise financière mondiale pourraient affecter sensiblement BNPPF ainsi que l'environnement financier et économique dans lequel elle opère.<br><br>(c) L'accès au financement de BNPPF et les conditions de ce financement pourraient être affectés de manière significative en cas d'aggravation de la crise de la dette souveraine, de détérioration des conditions économiques, de dégradation de notation ou d'autres facteurs.<br><br>(d) La solidité financière et le comportement des autres institutions financières et acteurs du marché pourraient avoir un effet |

| Elément | Description de l'Elément | |
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| | | défavorable sur BNPPF.<br><br>(e) Les fluctuations des marchés et la volatilité exposent BNPPF à des pertes substantielles sur ses activités de trading et d'investissement pour compte propre.<br><br>(f) Toute augmentation substantielle des provisions ou tout engagement insuffisamment provisionné peut peser sur les résultats et la situation financière de BNPPF.<br><br>(g) Les revenus tirés par BNPPF des activités de courtage et des activités générant des commissions et autres rémunérations sont potentiellement vulnérables à une baisse des marchés.<br><br>(h) Les stratégies de couverture mises en place par BNPPF n'écartent pas tout risque de perte.<br><br>(i) Toute variation significative des taux d'intérêt est susceptible de peser sur les revenus ou la rentabilité de BNPPF.<br><br>(j) Une baisse prolongée des marchés peut réduire la liquidité et rendre plus difficile la cession d'actifs. Une telle situation pourrait engendrer des pertes significatives.<br><br>(k) Les politiques, procédures et méthodes de gestion du risque de BNPPF peuvent exposer l'entreprise à des risques non identifiés imprévus ou incorrectement quantifiés, susceptibles de se traduire par des pertes substantielles.<br><br>(l) Bien que chaque métier de BNPPF assure la gestion de ses risques opérationnels, ces risques restent inhérents à tous les métiers de BNPPF.<br><br>(m) BNPPF est fortement exposé au risque de contrepartie et exposé à des risques systémiques.<br><br>(n) Tout préjudice porté à la réputation de BNPPF pourrait nuire à sa compétitivité.<br><br>(o) Toute interruption ou intrusion dans les systèmes informatiques de BNPPF pourrait entraîner une perte d'activité et d'autres pertes.<br><br>(p) Des litiges ou autres procédures ou actions judiciaires pourraient avoir un impact négatif sur les activités, la situation financière et les résultats d'exploitation de BNPPF.<br><br>(q) La comptabilisation à la juste valeur et l'utilisation d'estimations sont des facteurs d'incertitude. |

| Elément | Description de l'Elément | |
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| | | (r) Toute détérioration de la notation de crédit de BNP Paribas ou de la qualité de sa dette serait de nature à affecter BNPPF de manière défavorable.<br><br>(s) Des événements externes imprévus peuvent provoquer une interruption des activités de BNPPF et entraîner des pertes substantielles ainsi que des coûts supplémentaires.<br><br>(t) BNPPF est soumis à une réglementation importante et fluctuante dans les pays et régions où elle exerce son activité.<br><br>(u) Une intensification de la concurrence dans l'industrie des services financiers pourrait peser sur les revenus et la rentabilité de BNPPF.] |
| **D.3** | Principaux risques propres aux Titres | [[Certains facteurs importants permettent d'évaluer les risques de marché liés aux Titres émis dans le cadre du Programme, y compris le fait que [les Titres (autres que les Titres Assortis de Sûretés) sont les obligations non assorties de sûretés,] [les Titres incluant un effet de levier impliquent un niveau de risque plus élevé et, en cas de pertes sur ces Titres, ces titres peuvent être supérieurs à ceux d'un titre similaire qui n'inclut aucun effet de levier,] [Les Certificats Bull and Bear (Formule de Paiement ETS 2300)]/[Les Warrants Bull and Bear (Formule de Paiement ETS 2300/1)] sont destinés exclusivement à une négociation à court terme, car ils sont évalués sur la base de leur performance journalière globale] [le cours de négociation des Titres est affecté par plusieurs facteurs, y compris, mais sans caractère limitatif, (concernant les Titres liés à un Sous-Jacent de Référence) le cours du ou de(s) Sous-Jacent(s) de Référence, la durée restant à courir jusqu'à l'expiration ou jusqu'au remboursement et la volatilité, et ces facteurs signifient que le cours de négociation des Titres peut être inférieur au Montant de Remboursement Final, au Montant de Règlement en Numéraire ou à la valeur des Droits à Règlement Physique,] [dans de nombreux cas, l'exposition au Sous-Jacent de Référence découlera du fait que l'Emetteur concerné conclut des accords de couverture et, en ce qui concerne les Titres indexés sur un Sous-Jacent de Référence, les investisseurs potentiels sont exposés à la performance de ces accords de couverture et aux événements pouvant affecter ces accords, et, par conséquent, la survenance de l'un ou l'autre de ces événements peut affecter la valeur des Titres,] [des risques spécifiques en relation aux Titres Assortis de Sûretés,] [la garantie associée à une ou plusieurs souche(s) de Titres Assortis de Sûretés peut être insuffisante à retirer le risque de crédit d'un Titulaire, sur l'Emetteur,] [les Titres peuvent être soumis à un montant de négociation minimum ; en conséquence, si un Titulaire détient, à la suite du transfert de Titres quelconques, un montant de Titres inférieur au montant de négociation minimum ainsi spécifié, ce Titulaire ne sera pas autorisé à transférer ses Titres restants avant l'expiration ou le remboursement, selon le cas, sans acheter préalablement un nombre de Titres additionnels suffisant pour détenir le montant de négociation minimum,] [des limitations à |

| Elément | Description de l'Elément | |
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| | | l'exercice de Warrants peuvent signifier qu'un Titulaire n'est pas en mesure d'exercer tous les Warrants qu'il désire exercer à une date particulière si l'Emetteur a l'option de limiter le nombre de Warrants exerçables à une date quelconque, ou qu'il peut être tenu de vendre ou d'acheter des Warrants (en encourant des frais d'opération dans chaque cas) afin de réaliser son investissement, si un nombre minimum de Warrants doit être exercé,] [dans le cas de Warrants, des variations du Montant de Règlement en Numéraire pendant l'intervalle entre le moment où un Titulaire donne des instructions d'exercice et le moment où le Montant de Règlement en Numéraire est déterminé pourraient entraîner une baisse du Montant de Règlement en Numéraire,] [si les Conditions Définitives en disposent ainsi, l'Emetteur peut discrétionnairement choisir de modifier le règlement des Titres,] [Les Certificats Open End et les Certificats OET n'ont aucune échéance prédéterminée et peuvent être remboursés à toute date déterminée par l'Emetteur concerné, discrétionnairement, et l'investissement dans ces Certificats Open End et ces Certificats OET entraîne des risques additionnels par rapport à d'autres Certificats, en raison du fait que la date de remboursement ne peut pas être déterminée par l'investisseur,] [le règlement peut être différé à la suite de la survenance ou de l'existence d'un Cas de Perturbation du Règlement et, dans ces cas, l'Emetteur peut payer un Prix de Règlement en Numéraire à la suite d'un Cas de Perturbation (qui peut être inférieur à la juste valeur de marché des Droits à Règlement Physique) au lieu de livrer les Droits à Règlement Physique,] [la survenance d'un cas de perturbation additionnel ou d'un cas de perturbation additionnel optionnel peut conduire à un ajustement des Titres, à une annulation (dans le cas de Warrants) ou à un remboursement anticipé (dans le cas d'Obligations et de Certificats) ou peut avoir pour conséquence que le montant payable à la date de remboursement prévue soit différent de celui qui devrait être payé à ladite date de remboursement prévue, de telle sorte que la survenance d'un cas de perturbation additionnel et/ou d'un cas de perturbation additionnel optionnel peut avoir un effet défavorable sur la valeur ou la liquidité des Titres,] [dans certaines situations, le règlement peut être reporté ou effectué en Dollars américains si la Devise de Règlement spécifiée dans les Conditions Définitives applicables n'est pas librement transférable, convertible ou livrable] [des frais et impôts peuvent être payables sur les Titres,] [les Titres peuvent être annulés (dans le cas de Warrants) ou remboursés (dans le cas de Titres et Certificats) en cas d'illégalité ou autre impossibilité pratique, et cette annulation ou ce remboursement peut avoir pour conséquence qu'un investisseur ne réalise aucun retour sur son investissement dans les Titres,] [les clauses relatives aux assemblées générales des Titulaires permettent à des majorités définies de lier tous les Titulaires,] [toute décision judiciaire, tout changement de la pratique administrative ou tout changement de la loi anglaise ou de la loi française, selon le cas, intervenant après la date du Prospectus de Base, pourrait avoir un impact défavorable significatif sur la valeur des Titres ainsi affectés,] [une réduction de la notation (éventuelle) |

| Elément | Description de l'Elément | |
|---|---|---|
| | | accordée aux titres d'emprunt en circulation de l'Emetteur ou du Garant (s'il y a lieu) par une agence de notation de crédit pourrait entraîner une réduction de la valeur de négociation des Titres,] [certains conflits d'intérêts peuvent surgir (voir Elément E.4 ci-dessous),] [le seul moyen permettant à un Titulaire de réaliser la valeur d'un Titre avant sa Date d'Exercice, sa Date d'Echéance ou sa Date de Remboursement, selon le cas, consiste à le vendre à son cours de marché au moment considéré sur un marché secondaire disponible, et il peut n'y avoir aucun marché secondaire pour les Titres (ce qui pourrait signifier qu'un investisseur doit attendre jusqu'à l'exercice ou jusqu'au remboursement des Titres pour réaliser une valeur supérieure à sa valeur de négociation),] [un marché secondaire actif ne peut jamais être établi ou peut être non liquide, ce qui peut nuire à la valeur à laquelle un investisseur pourrait vendre ses Titres (les investisseurs pourraient subir une perte partielle ou totale du montant de leur investissement)] [Pour certaines émissions de Titres, BNP Paribas Arbitrage S.N.C. est tenue d'agir comme teneur de marché. Dans ces circonstances, BNP Paribas Arbitrage S.N.C. s'efforcera de maintenir un marché secondaire pendant toute la durée de vie des Titres, sous réserve des conditions normales de marché et soumettra au marché des cours acheteur et des cours vendeur. L'écart (spread) entre le cours acheteur et le cours vendeur peut évoluer au long de la durée de vie des Titres. Néanmoins, durant certaines périodes il peut être difficile, irréalisable ou impossible pour BNP Paribas Arbitrage S.N.C. de coter des prix "bid" et "offer" et en conséquence il peut être difficile, irréalisable ou impossible d'acheter ou vendre ces Titres durant ces périodes. Cela peut être dû, par exemple, à des conditions défavorables sur le marché, à des prix volatiles ou à des fluctuations importantes du prix, à la fermeture d'une place financière importante ou à des problèmes techniques, tels que la défaillance ou le dysfonctionnement d'un système informatique ou celui d'un réseau internet.] [Au début de la période d'offre, le [Taux d'Intérêt fixe,] [le Taux d'Intérêt Minimum] [le Taux d'Intérêt Maximum] [la Marge] [le Gearing] [le Gearing Up] [le Taux FR] [Taux AER] [Coupon Bonus] [Pourcentage Constant [1] [2] [3] [4]] [le Niveau Knock-in] [le Niveau Knock-out] ne ser[a][ont] pas connu[e][s] mais les Conditions Définitives indiqueront une fourchette indicative. Les investisseurs potentiels doivent prendre leur décision d'investissement dans les Titres sur la base de cette fourchette avant que [le Taux d'Intérêt] [le Taux d'Intérêt Minimum] [le Taux d'Intérêt Maximum] [la Marge] [le Gearing] [le Gearing Up] [le Taux FR] [Taux AER] [Coupon Bonus] [Pourcentage Constant [1] [2] [3] [4]] [le Niveau Knock-in] [le Niveau Knock-out] qui s'appliquer[a][ont] aux Titres leur soi[en]t notifié[e][s]. La notification des taux, niveaux ou pourcentages définitifs, selon le cas, sera publiée de la même manière que les Conditions Définitives.].<br><br>[*A insérer en cas d'Obligations à Double Devise :*<br><br>« Il existe des risques spécifiques applicables aux Obligations à Double |

| Elément | Description de l'Elément | |
|---|---|---|
| | | Devise, y compris, sans limitation, l'exposition aux fluctuations des taux de change qui peuvent entraîner des fluctuations significatives de la valeur des Obligations, les paiements [des intérêts] [et] [/] [ou] [du] [principal], [et/ou de la prime] peuvent intervenir à un autre moment ou dans une autre devise que celui (celle) prévu(e), [les investisseurs ne bénéficieront pas de l'évolution favorable des taux de change pendant la durée des Obligations à Double Devise], le prix de marché des Obligations peut être volatil, les Titulaires peuvent avoir besoin de fournir des informations supplémentaires pour recevoir des paiements dans une devise et la non transmission de ces informations dans les délais impartis pourrait entraîner des retards de paiement ou, dans certaines circonstances, décharger l'Emetteur de ses obligations de paiement, le règlement dans la Devise de Règlement peut entraîner un rendement plus faible que si le règlement avait été fait dans la Devise Spécifiée en raison du risque sur de taux de change, et les Titulaires peuvent, dans des circonstances selon lesquelles il n'est pas possible d'effectuer les paiements [des intérêts] [et] [/] [ou] [du] [principal] dans la Devise de Règlement, [ne recevoir aucun intérêt] [et risquent de] perdre la totalité ou une partie significative de leur capital.]<br><br>En outre, il existe des risques spécifiques liés aux Titres qui sont indexés sur un Sous-Jacent de Référence (y compris des Titres Hybrides), et un investissement dans ces Titres entraînera des risques significatifs que ne comporte pas un investissement dans un titre de créance conventionnel. Les facteurs de risque liés aux Titres indexés sur un Sous-Jacent de Référence incluent : *[A insérer dans le cas de Titres Indexés sur Indice :* l'exposition à un ou plusieurs indices, un cas d'ajustement et de perturbation du marché ou le défaut d'ouverture d'une bourse, qui peuvent avoir un effet défavorable sur la valeur de la liquidité des Titres] [*A insérer dans le cas de Titres Indexés sur Action :* l'exposition à une ou plusieurs actions, des risques de marché similaires à ceux liés à un investissement direct dans un titre de capital, *global depositary receipt* ("**GDR**") ou *American depositary receipt* ("**ADR**"), des cas d'ajustement potentiels ou des événements exceptionnels affectant les actions, un dérèglement du marché ou le défaut d'ouverture d'une bourse, qui peuvent avoir un effet défavorable sur la valeur et la liquidité des Titres] [*A insérer dans le cas de Titres Indexés sur Matières Premières / Marchandises :* l'exposition à une ou plusieurs matières premières / marchandises et/ou à un indice sur matières premières / marchandises, des risques similaires à ceux d'un investissement direct dans une matière première / marchandise, et des cas de dérèglement du marché et d'ajustement qui peuvent avoir un effet défavorable sur la valeur ou la liquidité des Titres, des retards dans la détermination du niveau final d'un indice sur matières premières / marchandises provoquant des retards de paiement du Montant de Règlement en Numéraire, du Montant de Remboursement, du Montant de Remboursement Final, selon le cas] [*A insérer dans le cas de Titres Indexés sur ETI :* l'exposition à une ou plusieurs parts dans un fonds indiciel coté en |

| Elément | Description de l'Elément | |
|---|---|---|
| | | bourse, un titre coté en bourse, une matière première / marchandise cotée en bourse ou tout autre produit coté en bourse (chacun, un "**instrument coté en bourse**" (« **ETI** »)), des risques similaires à ceux d'un investissement direct dans un instrument coté en bourse, le fait que le montant payable sur des Titres Indexés sur ETI peut être inférieur et, dans certaines circonstances, significativement inférieur au rendement d'un investissement direct dans le ou les ETI concerné(s), des cas d'ajustement potentiel ou des événements exceptionnels affectant les instruments cotés en bourse, un cas de dérèglement du marché ou le défaut d'ouverture d'une bourse peuvent avoir un effet défavorable sur la valeur et la liquidité des Titres] [*A insérer dans le cas de Titres Indexés sur l'Inflation :* l'exposition à un indice d'inflation et des ajustements] [*A insérer dans le cas de Titres Indexés sur Devise :* l'exposition à une devise, des risques de marché similaires à ceux d'un investissement direct dans une devise et un cas de dérèglement du marché] [*A insérer dans le cas de Titres Indexés sur Fonds :* l'exposition à une action ou part de fonds, des risques similaires à ceux d'un investissement direct dans un fonds, le fait que le montant payable sur des Titres Indexés sur Fonds peut être inférieur au montant payable en cas d'investissement direct dans le ou les Fonds concerné(s), des événements exceptionnels concernant le fonds qui peuvent avoir un effet défavorable sur la valeur ou la liquidité des Titres] [*A insérer dans le cas de Titres Indexés sur Contrats à Terme :* l'exposition à un contrat à terme, des risques de marché similaires à ceux d'un investissement direct dans un contrat à terme, un cas de dérèglement du marché ou le défaut d'ouverture d'une bourse, qui peuvent avoir un effet défavorable sur la valeur et la liquidité des Titres] *[A insérer dans le cas de Titres Indexés sur un Evénement de Crédit :* l'exposition au risque de crédit d'une ou plusieurs entités de référence] [*A insérer dans le cas de Titres à Taux d'Intérêt Indexés sur Sous-Jacent :* l'exposition à un intérêt sous-jacent ou taux CMS] [*A insérer dans le cas de Certificats d'Actions Privilégiées :* l'exposition à une action privilégiée et l'émetteur d'une action privilégiée, le fait que les investisseurs risquent de perdre tout ou partie de leur investissement si la valeur des actions privilégiées n'évolue pas dans la direction attendue, le fait que les Certificats d'Actions Privilégiées peuvent être remboursés par anticipation dans certaines circonstances] [*A insérer dans le cas de Titres Indexés sur Titres de Créance :* l'exposition à un titre de créance, des risques de marché similaires à ceux d'un investissement direct en titre de créance, et un cas de dérèglement du marché] [*A insérer dans le cas de Titres de Créance ou Titres Indexés quand Valorisation de Prix Future est applicable* : l'exposition à des contrats à terme ou à des contrats d'options liés [*A insérer dans le cas de Titres de Créance* : à un instrument de dette synthétique][*A insérer dans le cas de Titres Indexés* : à un Indice],des risques de marchés similaires à ceux d'un investissement direct dans de tels contrats à terme ou contrats d'options et un dérèglement de marché]. [ainsi que le fait que l'Emetteur ne fournira pas d'informations post-émission sur le Sous-Jacent de Référence]. |

| Elément | Description de l'Elément | |
|---|---|---|
| | | [Il existe en outre des risques spécifiques liés à des Titres indexés sur un Sous-Jacent de Référence provenant d'un marché émergent ou en développement (y compris, sans caractère limitatif, les risques liés à l'incertitude politique et économique, des politiques gouvernementales défavorables, des restrictions en matière d'investissement étranger et de convertibilité monétaire, des fluctuations des taux de change, le risque lié à des niveaux d'information et de réglementation plus faibles, des incertitudes à propos du statut, de l'interprétation et de l'application des lois, des frais de garde accrus, des difficultés administratives et une plus forte probabilité de survenance d'un cas de perturbation ou d'ajustement). Les titres négociés sur des marchés émergents ou en développement tendent à être moins liquides et leurs cours plus volatils.] [Il existe également des risques spécifiques liés aux Titres Dynamiques, qui sont intrinsèquement plus complexes, ce qui rend leur évaluation difficile en termes de risque à la date d'achat et après.]<br><br>[Dans certaines circonstances, les Titulaires peuvent perdre la valeur intégrale de leur investissement.]<br><br>[*Résumer tous risques supplémentaires visés dans la section Facteurs de Risque du Prospectus de Base entraînés par une émission spécifique de Titres*.]]]<br><br>[*Insérer si l'Evénement de Perturbation du Règlement FX s'applique aux Obligations* : Dans certaines circonstances (incluant, sans limitation, en conséquence de restrictions sur la convertibilité et de restrictions de transferts) il peut ne pas être possible pour l'Emetteur d'effectuer les paiements relatifs aux Obligations dans la Devise Spécifiée. Dans ces situations, le paiement du principal et/ ou des intérêts peut intervenir à un moment différent et être effectué en Dollars américains et la valeur de marché d'un tel Titre peut être volatile.]] |
| **D.6** | Avertissement sur les Risques | [Voir Elément D.3 ci-dessus.]<br><br>En cas d'insolvabilité de l'Emetteur ou si ce dernier est autrement incapable de rembourser les Titres ou n'est pas disposé à les rembourser à leur échéance, un investisseur peut perdre tout ou partie de son investissement dans les Titres.<br><br>[*Dans le cas de Titres garantis, insérer :*<br><br>Si le Garant est dans l'incapacité de remplir ses engagements en vertu de la Garantie à leur échéance, ou n'est pas disposé à les remplir, un investisseur peut perdre tout ou partie de son investissement dans les Titres.]<br><br>[*Dans le cas de Titres qui ne sont pas à capital protégé, insérer :*<br><br>En outre, les investisseurs peuvent perdre tout ou partie de leur investissement dans les Titres en conséquence de l'application des modalités des Titres.] |

**Section E - Offre**

| Elément | Description de l'Elément | |
|---|---|---|
| **E.2b** | Raisons de l'offre et utilisation du produit de celle-ci | [*A insérer dans le cas de Titres émis par BNPP B.V. ou BNPP :*<br>Les produits nets de l'émission des Titres seront affectés aux besoins généraux de financement de l'Emetteur. Ces produits pourront être utilisés pour maintenir des positions sur des contrats d'options ou des contrats à terme ou d'autres instruments de couverture]<br>[*A insérer dans le cas de Titres émis par BP2F :*<br>Les produits nets de chaque émission de Titres par BP2F seront affectés par BP2F pour ses besoins généraux de financement.]<br>[*A insérer dans le cas de Titres émis par BGL :* Les produits nets de l'émission des Titres seront affectés aux besoins généraux de financement de l'Emetteur, y compris la réalisation d'un bénéfice.]<br>[*indiquer une autre raison*]. |
| **E.3** | Modalités et conditions de l'offre | [Cette émission de Titres est offerte dans le cadre d'une Offre Non-exemptée en [*préciser le ou les pays particuliers*] [Non applicable – les Titres n'ont pas été offerts au public sous forme d'un Offre Non-exemptée.]<br>Le prix d'émission des Titres est fixé à [●]% de leur montant nominal [qui sera payable en [*préciser la Devise de Règlement*] calculé par référence au [*préciser le taux de change (y compris tout taux de change en vertu duquel le taux de change concerné est dérivé), y compris les sources (le cas échéant) sur lesquelles ce taux de change est déterminé et la durée/date de détermination de ces taux de change*.]. |
| **E.4** | Intérêt de personnes physiques et morales pouvant influer sur l'émission/l'offre | [Les Agents Placeurs percevront des commissions cumulées égales à [●] % du [montant nominal] [prix d'émission] des Titres.] [Tout Agent Placeur et ses affiliés peuvent aussi avoir été impliqué, et pourrait dans le futur être impliqué, dans des transactions de banque d'investissement ou commerciale avec, ou lui fournir d'autres services à, l'Emetteur [et son Garant] et [ses/leurs] affiliés dans le cours normal de leurs activités.]<br>[Exception faite de ce qui est mentionné ci-dessus, [et exception faite de [*spécifier tout autre intérêt important*],] aucune personne intervenant dans l'émission des Titres ne détient, à la connaissance de l'Emetteur, un intérêt pouvant influer sensiblement sur l'offre, y compris des intérêts conflictuels.] |
| **E.7** | Dépenses facturées à l'investisseur par l'Emetteur | Il n'existe pas de dépenses facturées à l'investisseur par l'Emetteur. |

## RESPONSIBILITY STATEMENT

I hereby certify on behalf of BNPP, BNPP B.V., BP2F, BNPPF and BGL, having taken all reasonable care to ensure that such is the case, that, to the best of my knowledge, the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect its import.

The consolidated financial statements as of and for the year ended 31 December 2013 of BNPP were audited by statutory auditors who issued an audit report which is incorporated by reference in this Base Prospectus. This report contains an emphasis of matter paragraph (*paragraphe d'observations*) referring, inter alia, to note 3.g to the consolidated financial statements regarding the provision related to US dollar payments involving parties subject to US sanctions.

The consolidated financial statements as of and for the year ended 31 December 2014 of BNPP were audited by statutory auditors who issued an audit report which is incorporated by reference in this Base Prospectus. This report contains an emphasis of matter paragraph (*paragraphe d'observations*) referring to note 3.g to the consolidated financial statements which outlines the costs related to the comprehensive settlement with US authorities.

**BNP Paribas**
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Represented by Philippe Bordenave
in his capacity as Chief Operating Officer
Dated 9 June 2015

AMF AUTORITÉ DES MARCHÉS FINANCIERS

In accordance with Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* and with the General Regulations (*Règlement général*) of the French *Autorité des marchés financiers* ("**AMF**"), in particular Articles 211-1 to 216-1, the AMF has granted to this Base Prospectus the visa n°15-262 on 9 June 2015. This Base Prospectus has been prepared by BNPP, BNPP B.V., BP2F, BNPPF and BGL and BNPP's signatories assume responsibility for it on behalf of BNPP, BNPP B.V., BP2F, BNPPF and BGL. This document may only be used for the purposes of a financial transaction if completed by Final Terms. In accordance with Article L. 621-8-1-I of the French *Code monétaire et financier*, the visa has been granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information in it is coherent". It does not imply that the AMF has verified the accounting and financial data set out in it. This visa has been granted subject to the publication of Final Terms in accordance with Article 212-32 of the AMF's General Regulations, setting out the terms of the securities being issued.

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